



Economic Development
Corporation (EDC) Board of
Directors

Regular Session

March 7, 2024
6:00 P.M.

CITY OF CROWLEY
Economic Development Corporation
Board of Directors
March 7, 2024

Economic Development Corporation Board

Member Jesse Johnson (Pres)	_____	_____
Member Jerry Beck (VP)	_____	_____
Member Billy Davis	_____	_____
Member Johnny Shotwell	_____	_____
Member Tina Pace	_____	_____
Member Carl Weber III	_____	_____
Member Mike Winterbank	_____	_____

EDC Officers

Executive Director Robert Loftin	_____	_____
Treasurer Lori Watson	_____	_____
Secretary Carol Konhauser	_____	_____



**AGENDA
CROWLEY ECONOMIC
DEVELOPMENT CORPORATION
MARCH 7, 2024
REGULAR SESSION - 6:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

Citizens may address the board members by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR CALLED MEETING – March 7, 2024 - 6:00 P.M.

I. CALL TO ORDER OF THE EDC / ROLL CALL

II. EDC BUSINESS

1. Discuss and consider approving the minutes from the EDC meeting held on February 15, 2024.
2. Discuss and consider approval of a Master Agreement for Event Production Services with Epicenter Productions.

III. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following:

1. **Section 551.071 (Consultation with Attorney)**
2. **Section 551.072 (Deliberations about Real Property)**
3. **Section 551.074 (Personnel Matters)**
4. **Section 551.087 (Business Prospect/Economic Development)**

Discuss an amendment to the EDC Performance Agreement with RHGLTD, LLC.

IV. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

V. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the Economic Development Corporation to be held on March 7, 2024, meeting of the governing body of City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm at Crowley City Hall, a place convenient and readily accessible to the public at all times.

Carol C. Konhauser, City Secretary

THE EDC AND CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY. The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets

CITY OF CROWLEY
CERTIFIED AGENDA OF EXECUTIVE/CLOSED SESSION
ECONOMIC DEVELOPMENT BOARD OF DIRECTORS
MARCH 7, 2024

I. Statement of Beginning Executive/Closed Session

President of the Board of Directors of the EDC announced at the beginning of the executive/closed session:

“The EDC Board of Directors on March 7, 2024, beginning at _____ p.m., convened in an executive/closed session in accordance with the Texas Open Meetings Act (Local Government Code – Chapter 551).”

II. The following were present:

Member Jesse Johnson (EDC President)

Member Jerry Beck (EDC Board Member)

Member Johnny Shotwell (EDC Member)

Member Mike Winterbank (EDC Board Member)

Member Billy Davis (EDC Board Member)

Member Tina Pace (EDC Board Member)

Member Carl Weber III (EDC Board Member)

City Manager Robert Loftin (EDC Exec Director)

EDC Treasurer Lori Watson

City Attorney Rob Allibon

Other

Other

III. Subjects Discussed in the Session Closed to the Public

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following:

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071 –***
- B. Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072-***
- C. Personnel Matters (the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of Public Officers or Employees) Pursuant to Section 551.074***
- D. Deliberation Regarding Economic Development Negotiations Pursuant to Section 551.087 -***
Discuss an amendment to the EDC Performance Agreement with RHGLTD, LLC.

IV. Statement at End of Executive/Closed Session

President of the Board of Directors announced at the end of the executive/closed session:

“The EDC Board of Directors ended its executive/closed session at _____ p.m., on March 7, 2024”

V. Record of Further Action Taken, if any, on Above Items in the Subsequent Open Session.

VI. Certification by Presiding Officer

I hereby certify that this agenda of the closed session of the EDC Board of Directors of the City of Crowley is a true and correct record of the proceedings pursuant to the Texas Government Code, Chapter 551.

WITNESS MY HAND this the _____ day of _____ 2024.

CITY OF CROWLEY

EDC Board of Directors President



Economic Development Corporation Board of Directors Agenda Report

PRESENTER: Carol C. Konhauser City Secretary				MEETING DATE: March 7, 2024				
DEPARTMENT: Administration				AGENDA ITEM: II-1				
SUBJECT:				Discuss and consider approving the minutes from the EDC meetings held on February 15, 2024.				
COORDINATION:	Finance		City Sec	cck	Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

FINANCIAL INFORMATION:

None

ATTACHMENTS:

1. Minutes

**MINUTES OF THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
HELD Thursday, February 15, 2024.**

The Economic Development Corporation Board of Directors met on Thursday, February 15, 2024, at 6:00p.m. in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

CALL TO ORDER/ ROLL CALL

President Jesse Johnson called the Session to order for the Economic Development Corporation at 6:00p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

Present were President Jesse Johnson
 Member Jerry Beck
 Member Billy P. Davis
 Member Mike Winterbank
 Member Johnny Shotwell (Arrived at 6:04 p.m.)
 Member Carl Weber III
 Member Tina Pace

Absent: None

EDC BUSINESS

1. Discuss and consider approving the minutes from the EDC meeting held on January 18, 2024.

Member Billy Davis made the motion to approve the minutes as presented, second by Member Carl Weber III, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 7-0

2. Discuss and consider approval of an amendment to the Economic Development and Performance Agreement with Four Train Days Development, LLC.

Member Billy Davis made the motion to approve the amendment to the Performance Agreement with Four Train Days Development, LLC; second by Member Carl Weber III; the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 7-0.

EXECUTIVE SESSION

President Jesse Johnson announced that the Economic Development Board of Directors would convene into Executive Session at 6:05 p.m. to seek advice from the City Attorney regarding Redline Promissory Note Obligation, pursuant to Section 551.071 of the Texas Government Code.

RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

At 6:30 p.m. President Johnson announced the EDC Board of Directors would reconvene into open session.

Member Carl Weber III made the motion to authorize the EDC Director to seek legal council regarding pursuing legal action against Redline; second by Member Jerry Beck, the EDC Board of Directors voted unanimously to approve the motion as presented. Motion carried 7-0.

As there was no further business, President Jesse Johnson adjourned the meeting at 6:31 p.m.

ATTEST:

Jesse Johnson
President EDC Board of Directors

Carol C. Konhauser
EDC Secretary



Economic Development Corporation Board of Directors Agenda Report

PRESENTER: Cristina Winner, ACM					MEETING DATE: March 7, 2024			
DEPARTMENT: Administration					AGENDA ITEM: II-2			
SUBJECT: Discuss and consider approval of a Master Agreement for Event Production Services with Epicenter Productions.								
COORDINATION:	Finance		City Sec	cck	Comm Dev		PW	
	Dept Director		HR		Comm Services		EDC:	
	City Attorney		PD		FD		Admin:	CW

BACKGROUND:

Epicenter Productions (EP) is a reputable Dallas/Fort Worth-based firm specializing in festival and event production services, encompassing talent acquisition, audio, lighting, rigging, security, and more. Their portfolio includes collaborations with various agencies such as the City of Grapevine, Lewisville, Mansfield, Downtown Fort Worth, Inc., Dallas Cowboys, NFR, among others.

The purpose of this agreement is to outline EP's provision of the following services for the Grand Opening event of the Crowley Crossing Plaza:

- Audio, Lighting, Rigging
- Talent Acquisition

Please note that additional items such as fencing, barricades, and security are not included in this initial agreement but will be addressed in a subsequent amendment. The inclusion of these items will be contingent upon the level of talent secured for the event. EP is unable to confirm talent availability for the event date until the EDC has finalized the attached agreement.

RECOMMENDATION:

The staff recommends granting authorization for the EDC Director to proceed with the Master Agreement with Epicenter Productions for the Grand Opening event at the Crowley Crossing Plaza, subject to the completion of contract negotiations and the satisfactory incorporation of requested changes into the agreement.

FINANCIAL INFORMATION:

The initial quote for these services amounts to \$22,206.98, with an additional 10% fee for talent acquisition. While the talent fee has not been finalized, estimated costs range between \$30,000 to \$45,000.

ATTACHMENTS:

1. Master Agreement with Epicenter Productions



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

Quote by: Zach Crisp
Our Job #: 24-0176

Job Site: Crowley Crossing Plaza
201 East Main Street
Crowley, TX

Load In: 8:00am, April 27, 2024
Show Time: TBC
Load Out: 11:00pm April 27, 2024

Terms: 50% Deposit Due upon Execution of Contract, Balance Due April 27, 2024 at 8:00am

MASTER AGREEMENT FOR EVENT PRODUCTION SERVICES

This Master Agreement for Event Management Services ("Agreement") is made by and between Epicenter Productions ("EP"), a Texas partnership with its principal offices at 3717 Commerce Pl, Suite G, Bedford, TX 76021 and City of Crowley located at 201 East Main Street, Crowley, TX (referred to as "Client"), collectively referred to as "Parties."

1. **Engagement**
 - a. Client engages EP to perform the fixed cost event production services ("Services") listed in the contract.
 - b. Client represents that the Event is to be held at the at the location listed in the "Address" field above from the date and time listed in the "Load In" field to the date and time listed in the "Load Out" field.
2. **Fees:** All prices set forth in this Agreement are quoted in United States Dollars (\$US), and all payments by the Client to EP under this Agreement shall be made in United States Dollars (\$US). Unless otherwise stated in writing, fees issued by a written quotation are firm for 30 days from date of quotation. All fees are subject to additional federal, city, and state taxes, if applicable, unless an appropriate exemption certificate is on file at EP offices. All payments must be made by certified check, money order, wire transfer, or cash unless otherwise stipulated in this contract.
3. **Payment Terms:** Client shall compensate EP as defined in the "Terms" field above. Client's failure to pay any of the above-amounts when due shall be considered a material breach of this Agreement. If Customer fails to pay any sum due pursuant to this Agreement within the time required (or if no time is otherwise specified, within three (3) calendar days of the date on which EP makes an oral or written demand for payment), Customer agrees to pay all costs of collection, including attorney's fees, court costs, and all other expenses related to the collection of the amounts due. Nothing set forth in this Agreement shall limit EP's right to collect the amount due under this agreement. EP reserves the right to charge a service charge of 1.5% of the amount due per month, but not in excess of any lawful rate, if Client is delinquent in payment of any invoices.
4. **Expenses:** The Client is responsible for any and all expenses incurred by EP related to the production of this engagement unless otherwise defined in this contract. Expenses shall be itemized and provided by EP to Client within 10 business days of completion on engagement. Client shall reimburse EP in full for all reasonable expenses within 15 business days of receipt of invoice.
5. **License/Permits:** The Client shall secure, at its sole cost, all licenses (including music licensing fees), permits, leases, certificates, and authorizations requested or required by any union, guild, governmental authority, performing rights society, venue owner or any other third party in connection with the engagement, unless otherwise agreed to in this contract. Client agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues, and fees applicable thereto. Upon request, Client shall provide EP with evidence of the foregoing,



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

provided that EP's failure to request or review same shall not be deemed a waiver of Client's obligations or EP's rights hereunder.

6. Security Interests: In the event the Client shall default on any payments due to EP, EP shall have the right, in addition to and not exclusive of any other rights it may have under the Uniform Commercial Code or otherwise, to enter upon the premises where EP goods are located and retake possession thereof, without notice, free from any claims of Client.
7. Minimum Contract Amount: In any event, the minimum amount of fixed cost fees to be paid by Client to EP under this Agreement is the amount listed in the above "Fee" field. The Client, upon signing this Agreement or having done so by a representative, acknowledges his or her authority to do and assumes full responsibility for the amount stated above and all terms and conditions of the contract.
8. Client's Ability To Pay: If, in the opinion of EP, the financial condition of the Client becomes impaired or unsatisfactory, EP may at any time limit or cancel the provisions of this contract, and all monies due including fees and expenses shall become immediately due and payable to EP prior to any further fulfillment of obligations by EP as defined in this contract.
9. Effective Date: Termination. This Agreement is effective as of the Date of Acceptance by EP. This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter unless and until it is terminated or expires in accordance with the provisions of this Agreement or until completion of the services provided for herein. Upon the termination of the Agreement, neither party shall have any liability to the other party, except that Client shall remain obligated for the minimum contract amount set forth, any prior breaches of this Agreement, or the breach of any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by either party after termination of the Agreement, including without limitation below. In the event that Client terminates this Agreement for any reason, EP shall not be obligated to return any amounts paid by Client to EP prior to the date of termination.
10. Relationship of Parties. This Agreement shall not render EP or its employees or contractors as employees, partners, agents, members or joint ventures of or with Client. Client shall not be responsible for withholding taxes from EP's fees, and EP shall have no claim against Client for any employment related benefits of any kind. Nothing in this Agreement shall preclude or limit EP from providing event management services for other clients. No agent, employee, or representative of EP has any authority to bind EP to any affirmation, representation, or promise of goods or services to be provided unless such statements are made here in writing within this contract.
11. Confidentiality. Each party acknowledges that during the performance of this Agreement, it will have access to and become acquainted with certain confidential business information, trade secrets, innovations, marketing programs, training methods and materials, client lists and client names, vendor lists and vendor names, business methods, operations, plans, manual and records owned or used by the other party in connection with its business (collectively, "the Confidential Information"). Each party acknowledges that the Confidential Information is not generally known by third parties, that it is used by the other party to obtain a competitive advantage over its competitors, and that protection of the Confidential Information against unauthorized disclosure and use is critically important. Each party agrees not to, directly or indirectly, communicate, publish or disseminate in any manner, or disclose to any person or entity, any of the other party's Confidential Information, or use or copy any of it in any manner, either during the term of this Agreement or any time thereafter, except as specifically authorized by the other party. Each party has the exclusive right, title and interest in and to its own Confidential Information, and is has no right, title, interest or licenses in or to the other party's Confidential Information.
Upon the termination of this Agreement, or whenever requested by the other party, each party shall immediately deliver to the other party all of the other party's Confidential Information, including all copies thereof, in its possession or control, as well any notes, records or other materials pertaining to the other party's Confidential Information.
12. Disclaimer of Warranties: Limitation of Liability. Services shall be provided by EP to Client on an "as is" basis without any express or implied warranties of any kind, ESPECIALLY



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

DISCLAIMING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EP does not warrant that its Services will meet Client's requirements or that its Services will be error-free. In no event shall EP be responsible for any acts, errors, or omissions by EP partner vendors or any third parties.

13. THE LIABILITY FOR EITHER PARTY RELATED IN ANY WAY TO **THEIS** AGREEMENT, OR TO SERVICES PROVIDED UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL OF THE FEES PAID BY THE CLIENT TO EP FOR EVENT MANAGEMENT SERVICES RENDERED, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, TORT OR OTHER CLAIMS. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER DAMAGES.

14. Notices.

- a. The points of contract for any notices or other communications required or permitted by this Agreement are:

For EP:

Zachary Crisp
Epicenter Productions, LLC
3717 Commerce Pl, Ste G
Bedford, TX 76021
817-756-4300

For Client:

City of Crowley
Julie Hepler
Mobile: 817-713-0722

- b. Notices given by fax or email shall be effective upon transmission. Notices given by mail shall be effective three (3) calendar days after mailing. Any notice or other communication required or permitted by this Agreement shall be deemed to have been sufficiently given when personally delivered, transmitted by fax, or sent by express delivery or certified mail.

15. Unenforceability of Provisions: Waiver. If 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 of this Agreement. This Agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision, nor shall any waiver of any provision of this Agreement operate as a waiver of any other breach of such provision or of any other provision.

16. Right to operate EP equipment: At all times, all equipment provided under this contract shall remain in the sole possession and control of EP, and all decisions regarding the use and operation of the equipment shall be in the sole discretion of EP or its designated agent.

17. Equipment Suitability: Client represents that he or she has reviewed the equipment listed in Exhibit A to be provided by EP, and has determined that such equipment, or its equivalent, shall be sufficient to meet Client's needs hereunder. EP reserves the right to alter the equipment provided, where the substitute equipment would be considered similar and adequate.

18. Client agrees that EP has the right, without financial liability or penalty, to terminate or refuse to provide services, if, in the judgment of the EP representative, the safety of EP personnel or equipment, and/or the safety of performers, production staff, or audience is jeopardized by the venue or any other circumstances at the event. For outdoor events, EP may invoke this clause for inclement weather including, but not limited to, precipitation, high winds, lightning, and sub-freezing temperatures. This clause may be invoked under the threat of inclement weather,



- such as an imminent thunderstorm, in order to allow sufficient time to protect equipment and personnel from danger.
19. The client assumes full responsibility for the safety of the guests, customers or staff and agrees to maintain conditions that will **now** inhibit the performance of EP or cause injuries, loss or damage to EP's equipment or representatives.
 20. **Electricity:** Client acknowledges that he or she is fully responsible, at his or her own cost, for providing electricity needed to properly operate the equipment listed in Exhibit A, unless otherwise stated.
 21. **Cancellation:** This contract may not be cancelled without the written consent of EP and the Client. In the event the Client desires to cancel this contract, all remaining monies due up to the amount of the total fee referenced above, **plus a \$250 cancellation fee**, will become due in full and payable immediately to EP. In the event this contract is cancelled by EP, all monies paid for services not yet rendered shall be refunded to Client. Requests for cancellation must be in writing.
 22. **Force Majeure:** Notwithstanding the foregoing, neither Party shall be liable for, and each Party shall be excused from its failure to perform its respective obligations hereunder due to any acts of God, acts of war, civil disorder, rebellion or revolution, strikes, epidemics, earthquakes, any act or order of any public authority, and any other cause or event, similar or dissimilar, beyond EP's control, provided that such failure could not have been reasonably anticipated and could not have been prevented by **reasonable precautions** or circumvented reasonably through the use of alternative sources, or other reasonable means. EP shall not be obligated to return any amounts paid by Client to EP in the event that either Party invokes the provisions of the Paragraph.
 23. **Inclement Weather:** EP's obligations hereunder shall be excused and EP shall have no liability to Client if EP determines in good faith that the production is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. It is agreed and understood that that the decision to delay or cancel any engagement hereunder due to weather conditions shall be made solely by EP. In such event, Client shall remain liable to EP for the full contract price defined herein.
 24. **Liability:** Except as otherwise specifically provided herein, Client assumes full responsibility and liability for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or other damages related to or based upon the presentation or production of the engagement.
 25. **Indemnification:** Client agrees to indemnify and hold harmless EP and each of its respective employees, agents, and contractors from and against any claims, costs (including, without limitation, reasonable attorney's fees and court costs), expenses, damages, liabilities, losses and/or judgements arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of the engagement or any breach or alleged breach of any warranty, representation, agreement, or covenant made by EP herein.
 26. **Insurance:** Client agrees to provide comprehensive general liability insurance including, without limitation, coverage to protect against any and all persons or property as a consequence of the installation and/or operation of the equipment provided by EP or its employees, agents, or contractors. Such liability insurance shall be in the amount required by the venue, but in no event shall be less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times that EP are on property. EP shall be listed as additionally named insurers under such insurance and this shall be indicated on the pertinent certificate of insurance. Certificates of insurance relating to the coverage listed above shall be furnished by Client to EP at least 14 days prior to the engagement. EP's failure to request or review such insurance certificates shall not affect EP's rights or Client's obligations hereunder.
 27. **Governing Laws: Forum: Construction.** The local laws of the State of Texas shall govern this Agreement. The Parties consent to the non-exclusive jurisdiction of the state and federal courts of the State of Texas for the adjudication of any contract, tort or other claim relating in any way to this Agreement or Services provided by EP to Client. The terms of this Agreement



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

- are not to be construed against any one party but are to be construed as if both Parties prepared it.
28. Amendments: Assignments: Binding Effect. This Agreement shall not be amended, changed or modified except in writing signed by both Parties. Neither party may assign nor transfer all or any part of this Agreement without the prior written consent of the other Party. Subject to the foregoing sentence, the Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement shall not be binding unless and until both Parties have signed it below.
29. Authority: Each Party represents that the individual signing this Agreement in its behalf has the full right and authority to do so and to fully bind his or her respective party without any further approvals. Each individual signing below unconditionally, jointly, and severally agrees to be bound by the terms of this Agreement, including without limitation the obligation to pay EP all sums when due and pursuant to the Agreement.
30. Exhibit A is hereby incorporated into this Agreement, attached below.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein and supersedes any prior oral or written agreements, representations or warranties. The Parties acknowledge that no one has made any promise, representation or warranty whatever, express or implied, not contained in this Agreement, to induce them to execute this Agreement.
32. Counterparts. This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same agreement.
33. Contract Amount.
- a. Estimated Productions Cost, as per Exhibit A - \$22,206.98
 - b. Talent Buying Fee, based on \$45,000 Budget - \$4,500 (or 10% of Total Fee)
 - c. Talent Fee - \$45,000
 - d. Additional Items not included – Fencing, Barricade, Security, Tents, additional needs from Artist(s)/Band(s)

In witness whereof, the Parties have executed this Agreement in Bedford, TX

Epicenter Productions:

Client:

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

EXHIBIT A



Epicenter Productions, LLC
3717 Commerce Pl
Suite G
Bedford, TX 76021
US
Phone: (817) 756-4300
Fax: (817) 756-4304
www.epicenterproductions.net

Quote

Quote Number: 24-0176
Downtown Plaza Grand Opening

Client	Bill To	Venue / Site
City of Crowley Julie Hepler Mobile: 817-713-0722 Email: jhepler@ci.crowley.tx.us	City of Crowley Phone: 817-297-2201	Crowley Crossing Plaza 201 East Main Street Crowley, TX

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Zach Crisp	Delivery		Epicenter Productions, LLC	In Advance	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
4/27/2024 7:00 AM	4/27/2024 8:00 AM		4/27/2024 11:00 PM	4/28/2024 1:00 AM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Audio							
Rental	2	Yamaha CL5 Digital Mixing Console					
Rental	12	RCF TTL33a Powered Line Array Module					
Rental	1	RCF RD Net Control 2					
Rental	1	Lake LM44 Digital Audio System Processor					
Rental	6	RCF TTS36-A Dual 18" Subwoofer					
Rental	1	Standard Mic Package					
Rental	8	d&b M2 Monitor					
Rental	1	Standard Microphone Stands Pkg					
Rental	1	48 Input Cable Pkg					

Audio Total: \$7,041.80

Lighting							
Rental	1	High End Systems Full Boar 4					
Rental	16	Encore LP12Z IP					
Rental	8	Hydro Spot 2					
Rental	1	DMX Cabling Package					
Rental	12	5' DMX 5 PIN	White				
Rental	12	10' DMX 5 PIN	Green				
Rental	6	50' DMX 5 PIN	Purple				
Rental	1	100' DMX 5 PIN	Yellow				
Rental	1	Swisson XPD-28 2:8 DMX Splitter					
Rental	1	EliteCore CAT 5 > 4xM 5PIN DMX Shuttle					
Rental	1	EliteCore CAT 5 > 4xF 5PIN DMX Shuttle					
Rental	1	100' Generic CAT6					

Lighting Total: \$4,600.18

Rigging							
Rental	4	TAF FTB L-5 - 5' Bolt-Together Truss					
Rental	6	TAF FTB-L-10 - 10' Bolt-Together Truss					
Rental	6	30 x 30 Heavy Bolt Baseplate					

2/25/2024 1:53 PM

Page 1 of 3



Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

Epicenter Productions, LLC

Quote (Quote Number: 24-0176)

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	2	Sumner Eventer 20 - 20' 800lb Crank Stand					
						Rigging Total:	\$800.00
Power							
Rental	1	75 kVA Generator					
Rental	1	200 Amp PowerRACK with (6)L21-30, (6)20A, and Metering	Audio				
Rental	1	Whirlwind 200AMP 3-Phase Distro	Lighting				
Rental	1	25' #2 Feeder CAM->CAM					
Rental	2	50' 2/0 Cam->Cam Set					
Rental	6	1' L21-30 End Quad					
Rental	2	25' Black L21-30					
Rental	1	50' Black L21-30					
Rental	2	100' Black L21-30					
Rental	1	200' Black L21-30					
Rental	2	100' Socapex -> Socapex					
Rental	2	125' Socapex -> Socapex					
Rental	4	18' Socapex to True1 Fanout					
						Power Total:	\$2,105.00
Labor							
Labor	1	Production Manager	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	2	A1 - Audio Engineer	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	1	L1 - Lighting Engineer	Setup, Rehearsal, Operate, Load Out				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	1	Master Electrician	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	1	Producer	Load In, Setup, Rehearsal, Operate, Load Out, Strike				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	6	Stage Hand	Load In				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Labor	4	Stage Hand	Setup				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
Note		Band Load In					
Labor	6	Stage Hand	Load Out				
		4/27/2024 7:00 AM - 4/28/2024 1:00 AM					
						Labor Total:	\$6,160.00

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Epicenter Productions, LLC
3717 Commerce Pl,
Suite G
Bedford, TX 76021

Client: City of Crowley
c/o Julie Hepler

Epicenter Productions, LLC

Quote (Quote Number: 24-0176)

X

Subtotal:	\$20,706.98
Sales Tax:	\$0.00
Discount:	\$0.00
Loss Damage Wavier:	\$0.00
Delivery and Pickup:	\$1,500.00
Total:	\$22,206.98
Total Applied Payments:	\$0.00
Balance Due:	\$22,206.98

DRAFT

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