

Influencer and Branding Services Agreement

INFLUENCER AND BRANDING SERVICES AGREEMENT BETWEEN THE CITY OF KYLE AND KYLE PARK MUSIC

This Influencer and Branding Services Agreement (this "Agreement"), executed on February , 2023, is entered into by and between City of Kyle, a home-rule municipality in Hays County, Texas with offices at 100 Center Street, Kyle, Texas 78641 (hereinafter referred to as "City") and Kyle Park Music, Inc, on behalf of singer/songwriter Kyle Park, an individual Texas resident with an address of P.O. Box 1115, Fredericksburg, TX 78624 (hereinafter, "Kyle Park"). City and Kyle Park may be referred to collectively as the "Parties," and each a "Party."

For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. ENGAGEMENT. City hereby engages Kyle Park for the period of 12 months, commencing on February __, 2023 and expiring February __, 2024 ("the Term") for the purpose of promoting City events, attractions, and services ("Brand Content") through Kyle Park's social media outlets and through development of certain photographic and film products for City. The nature of the Brand Content to be developed and promoted and the specific details and requirements of the promotion engagement is outlined in the attached Schedule A. During the Term, Kyle Park agrees to be engaged on a non-exclusive basis for the purpose of promoting the Brand Content and, subject only to Section 9 of this Agreement, to be bound by the dates, timelines, and guidelines as described in Schedule B ("Commitments"). City hereby appoints Kyle Park as its representative on a non-exclusive, non-employee basis to endorse and promote its Brand Content to the target audience.

2. TERM. This Agreement shall have a term of one year as set-forth in Section 1.

3. DELIVERABLES.

(a) Posts. Kyle Park will publish roughly monthly social media posts including a picture and/or video, created by either Kyle Park or the City, that feels organic and natural to the Parties' respective brands which promotes the City of Kyle or a City Event as outlined in Schedule A. The posts shall conform to the specifications and instructions of City as outlined in Schedules A and B, abide by the rules of the relevant social media platforms, and are subject to City's acceptance and approval. City has a maximum of 14 days to reject any deliverable in accordance with this Section and must notify Kyle Park within 14 days of receipt of a post that additional revisions and/or amendments of such post will be necessary. As set-forth in Section 3(c), the costs of all video and professional photography content shall be borne solely by the City.

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(b) Mail. Kyle Park will maintain an address at Kyle City Hall for receipt of mail directed to Kyle Park Music.

(c) Filming. Kyle Park agrees to participate in 32 hours of filming in Kyle, Texas over four separate days to promote the sites, programs, and events described in Schedule A. The Parties agree that City will produce the videos and captions at City's sole expense and that the production will be subject to approval by Kyle Park prior to any publication. Kyle Park has a maximum of 14 days to reject any video or caption produced by the City in accordance with this Section and must notify the City within 14 days of receipt of a video that additional revisions and/or amendments of such video will be necessary.

(d) Publishing Content. Kyle Park agrees that content developed under this Agreement will be published across the parties' social media channels/platforms designated in Schedule A during the months listed in Schedule A.

(e) Tags. Kyle Park agrees to include the tags for City (@CityofKyleTX) and for PieInTheSky (@kylepieinthesky) in all social media posts made pursuant to this Agreement. When appropriate and relevant to the social media post, Kyle Park agrees to include the website: www.PieInTheSky.com.

(f) Planning Meetings. Kyle Park will also attend up to 18 hours total of preproduction and post-production meetings, as requested by the City, for all materials, videos, and other content produced pursuant to this agreement. Whenever practicable, all such meetings shall be conducted by telephone or video conferencing. All such meetings shall occur during typical business hours on Monday through Thursday.

(g) No Musical Performance. The Parties acknowledge and agree that Kyle Park's deliverables hereunder shall not include any concerts or musical performances, and that this Agreement does not obligate Kyle Park to perform a concert in the City of Kyle.

4. OWNERSHIP. Kyle Park acknowledges and agrees that, save and except the Kyle Jingle which was produced by Kyle Park pursuant to a separate agreement with the City and is subject to the terms thereof, City shall own, exclusively, all rights of whatever kind and character, throughout the universe and in any and all languages, in and to the videos, photographs, text and/or all works of similar nature produced, developed, or created by Kyle Park pursuant to this Agreement; provided however, that the City's usage rights of all such Brand Content and materials shall be governed by Section 5 of this Agreement, and further provided that Kyle Park may delete posts containing any Brand Content from his owned and/or controlled social media channels after a period of ninety (90) days from post date. The City shall own any and all intellectual property rights to the Brand Content, including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent

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rights (collectively, the "Content").

5. USAGE. Subject only to the provisions of Section 7 of this Agreement, Kyle Park hereby grants to City a limited, non-exclusive, royalty free, right and license to feature the Brand Content generated by or depicting Kyle Park (including Kyle Park's name and likeness) under this Agreement as part of the City's advertising and promotion activities on City's owned and controlled social media platforms and within third-party digital and broadcast platforms and print platforms for a period of ten (10) years following the date of expiration or termination of this Agreement or any extensions or renewals hereof. Kyle Park acknowledges that the City may use the Brand Content on, without limitation, the following platforms: ad networks, email marketing, paid search listings, television, radio, newspapers, magazines and brochures, Facebook, Instagram, Twitter, YouTube, and website blogs.

6. LICENSE. For the term of this Agreement, City grants to Kyle Park a temporary license to use City's name and promotional materials as may be necessary to achieve the promotional purpose as described in the Schedule A but only in compliance with the Guidelines stated therein. Subject to the provisions of this Agreement including without limitation Section 7, Kyle Park grants to City a license to use Kyle Park's name and likeness in all media including City website and on social media sites and in all formats of print and digital media advertising.

7. TERMINATION.

- (a) Material Breach; Notice to Cure.** Subject only to the force majeure provision herein, either party may terminate this Agreement by written notice if the other party materially breaches this agreement and does not cure such breach within fourteen (14) days after receiving written notice of such breach. In addition, in the event that Kyle Park has materially breached this agreement, City may (i) immediately suspend, limit or terminate Kyle Park's access to any City account and/ or (ii) instruct Kyle Park to cease all promotional activities or make clarifying statements, and Kyle Park shall immediately comply.
- (b) Termination Without Cause.** Irrespective of whether a breach has occurred, either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party. In the event of termination due to Kyle Park's election or breach, the City shall pay Kyle Park all payment installments that accrue prior to the effective date of termination and will retain all usage and license rights as provided in Section 5 and 6 herein. In the event of termination by the City without a breach by Kyle Park, the City will retain its usage and license rights, as provided in Section 5 and 6, strictly conditioned upon the City having paid, or upon paying to Kyle Park prior to the effective date of termination, a minimum of two

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of the four payments as provided in Section 9, herein.

8. CONFIDENTIALITY AND EXCLUSIVITY. During the course of Kyle Park's performance of services for City, Kyle Park will receive, have access to and create documents, records and information of a confidential and proprietary nature to City. Kyle Park acknowledges and agrees that such information is an asset of City, is not generally known, is of a confidential nature and, to preserve the goodwill of City and its residents must be kept strictly confidential and used only in the performance of Kyle Park's duties under this Agreement. Kyle Park agrees that he will not use, disclose, communicate, copy or permit the use or disclosure of any such information to any third party in any manner whatsoever except to the existing employees of City or as otherwise directed by City in the course of Kyle Park's performance of services under this Agreement, and thereafter only with the written permission of City. Upon termination of this Agreement or upon the request of City, Kyle Park will return to City all of the confidential information, and all copies or reproductions thereof, which are in Kyle Park's possession or control. Kyle Park agrees that during the term of this agreement and for the immediate three-months following expiration or termination, Kyle Park will not undertake marketing for a city of similar size (calculated by population) to Kyle located within fifteen (15) miles of the Interstate -35 Corridor in all directions.

9. COMPENSATION AND PAYMENT TERMS. In full consideration of Kyle Park's performance under this Agreement, his obligations and the rights granted herein, the City shall pay Kyle Park the total sum of \$50,000.00 in four (4) installments of \$12,500.00 on each of the following dates: February 15, 2023, May 15, 2023, August 15, 2023, and November 15, 2023. The City's payment obligation is conditioned upon Kyle Park meeting the agreed targets and deliverables as set-forth in this Agreement and Schedule A and also conditioned on Kyle Park's conformance with the Brand Guidelines in Schedule B. Kyle Park will perform the services at its own expense and use his own resources and equipment; provided, however, that the City shall bear all cost for production of the Content, and all costs of video and photography production. Kyle Park acknowledges that the agreed upon compensation represents Kyle Park's entire compensation with respect to the Term of this Agreement and City shall have no other obligation for any other compensation to or expenses or costs incurred by Kyle Park in connection with the performance of its obligations under this Agreement. If Kyle Park has obtained employees or agents (the "Kyle Park Personnel"), Kyle Park shall be solely responsible for all costs associated with Kyle Park Personnel; provided, however, that nothing contained in this Section or otherwise shall be construed as creating an obligation of appearance or performance by any Kyle Park Personnel or any members of Kyle Park's band.

10. MATERIAL DISCLOSURES AND COMPLIANCE WITH FTC GUIDELINES. When publishing posts or statuses about City's events, attractions, or

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services, Kyle Park must clearly disclose his "material connection" with City, including the fact that Kyle Park was given any consideration, was provided with certain experiences or is being paid for a particular service. The above disclosure should be clear and prominent and made in close proximity to any statements that Kyle Park makes about City or City's products or services. Please note that this disclosure is required regardless of any space limitations of the medium (e.g. Twitter), where the disclosure can be made via Hashtags, e.g. #sponsored. Kyle Park's statements should always reflect Kyle Park's honest and truthful opinions and actual experiences. Kyle Park should only make factual statements about City or City's products or services which Kyle Park knows for certain are true and can be verified.

11. FORCE MAJEURE. If, as the result of a Force Majeure Event (as defined herein), Kyle Park is unable to, or is prevented from performing any portion of any material obligation under this Agreement, then Kyle Park's obligations hereunder will be fully excused, there shall be no claim for damages, offset or expenses by City, and City shall bear its own costs and expenses in connection with this Agreement. Notwithstanding the foregoing: (i) in the event that a Force Majeure Event prohibits Kyle Park from being ready, willing, and able to perform an obligation hereunder, then City shall be obligated and liable to Kyle Park for such proportionate amount of the compensation provided for herein may be due for other deliverables which Kyle Park has rendered up to the time of the inability to perform by reason of such Force Majeure Event; and (ii) in the event that Kyle Park is ready, willing, and able to perform, but is prevented from doing so by the occurrence of a Force Majeure Event, then City shall nevertheless pay Kyle Park the installment due for the relevant installment period despite such non-performance.

A "*Force Majeure Event*" shall mean any one or more of the following acts which makes any services of Kyle Park contemplated by this Agreement impossible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau; civil tumult; epidemic; public health crisis including without limitation restrictions upon social gathering related to COVID-19; act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around the City or which Kyle Park reasonably believes jeopardizes the safety of Kyle Park or any of Kyle Park's equipment; embargoes; labor disputes (including, without limitation, strikes, lockouts, job actions, or boycotts); fires; explosions; floods; shortages of energy or other essential services; failure of technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of Kyle Park or any other person personally known to Kyle Park whose death, disability, illness or injury adversely impacts Kyle Park's ability to perform his obligations hereunder; or other similar cause which makes the delivery of a service contemplated by this Agreement impossible or unsafe.

12. INDEPENDENT CONTRACTOR. Kyle Park is retained as an independent contractor of City. Kyle Park acknowledges and agrees that (i) Kyle Park is solely

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responsible for the manner and form by which Kyle Park performs under this Agreement, and (ii) Kyle Park is a self-employed individual, who performs services similar to the services outlined in Schedule A for various entities and individuals other than City. Kyle Park is responsible for the withholding and payment of all taxes and other assessments arising out of Kyle Park's performance of services, and neither Kyle Park nor any of Kyle Park's employees or independent clients shall be entitled to participate in any employee benefit plans of City.

13. REPRESENTATIONS AND WARRANTIES. Parties represent and warrant to each other that each is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between any third party.

14. CONDUCT. Kyle Park will conduct itself with due regard to public conventions and morals. Kyle Park agrees not to disavow use of, or disparage, any City advertisements, services, announcements, or policies during the Term of this Agreement. Kyle Park agrees it will not engage in any conduct or activity, public or private, that affects City adversely or reflects negatively on City, its brands, goodwill, interests, name or reputation. Moreover, Kyle Park agrees it will not use vulgar or obscene, pornographic, sexually explicit or sexually, racially, culturally, ethnically offensive, harmful, harassing, intimidating, threatening, hateful, profane, objectionable, discriminatory or abusive language in carrying out any of Kyle Park's responsibilities as set forth in this Agreement. If Kyle Park commits any act that offends the community or any segment thereof and/or public morals and decency, such behavior shall be considered a material breach of this Agreement incapable of cure, and if in City's sole judgment such breach is likely to cause a diminution in the value of City's association with the Kyle Park, then City shall have the right, in addition to any other rights City may have as a result of such breach, to immediately terminate this Agreement on written notice to the Kyle Park. In such event, there shall be no further compensation payable to Kyle Park and such termination shall not limit or affect any other rights City may have against Kyle Park under this Agreement on account of such termination; provided, however, that City shall be obligated and liable to Kyle Park for such proportionate amount of the compensation provided for in Section 9 as may be due for any appearance(s) or performance which Kyle Park has rendered up to the time of termination pursuant to this Section 14.

15. GENERAL TERMS. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law. This Agreement may not be assigned by either party without the prior written consent of the other, and any such purported assignment shall be void. This Agreement is made in

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Texas and shall be construed and interpreted in accordance with the law of Texas, applicable to contracts made and to be performed entirely therein. This document is a complete and exclusive statement of the terms of this agreement and may not be changed orally but only by writing signed by both parties.

16. STATUTORY VERIFICATIONS.

- (a) By signing below Kyle Park pledges that it does not boycott companies that offer fossil fuel energy services, does not require such companies to adhere to a standard that is in excess of federal and state law, and will not do either for the duration of this contract.
- (b) By signing below the Kyle Park verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not implement any of the forementioned for the duration of this contract.
- (c) Texas law and the City require that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. The Kyle Park shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- (d) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Kyle Park represents that neither Kyle Park nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Kyle Park (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (e) To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Kyle Park represents that Kyle Park nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Kyle

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Park is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Kyle Park Music, Inc.

City of Kyle

By: Kyle Park
Its: President

By: Travis Mitchell
Its: Mayor

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SCHEDULE A SCOPE OF WORK

Online reach (nearly 500,000 followers/subscribers)

- Posting on the following Kyle Park social media platforms once a month
 - Facebook
 - TikTok
 - YouTube
 - Instagram
 - "King of Kyle, TX or Superfan of Kyle, TX" on Kyle Park website, social media profiles

Mail

- Address at City Hall, 100 W. Center, St. (**will** provide mailbox at City Hall) promoted on Kyle Park website. Mail received would be sent once a month by City of Kyle unless picked up by Kyle Park crew.

City of Kyle Created Content

Separate from the content created by the ambassador, the City of Kyle plans to create the following videos featuring the ambassador as the spokesperson to promote the City of Kyle, parks, and events:

- Kyle Park Tours:
 - Heroes Memorial Park
 - Only on City of Kyle Channels
 - La Verde Park
 - Only on City of Kyle Channels
- Kyle Parks and Recreation and Special Event Promo
 - Santa's Arrival
 - Kyle Park and City Channels
 - 25 Days of Christmas
 - Kyle Park and City Channels
 - Kyle Fair
 - Kyle Park and City Channels
 - La Verde Park Ribbon Cutting
 - Kyle Park and City Channels
 - 4th of July
 - Kyle Park and City Channels
 - Kyle Pie in the Sky
 - Kyle Park and City Channels
 - National PARD Month

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- Kyle Park and City Channels
- Founders' Parade
 - Kyle Park and City Channels
- Center Street Trick or Treat
 - Kyle Park and City Channels
- Kyle Uber \$3.14 program
 - Only on City of Kyle Channels

Timeline of when the content would be published across social media channels

Timeframe	Advertised Content	Producer
February	I love pie so much mural picture (Valentine's Day) photo of Kyle and wife and/or daughter in front mural family	Kyle Park
March	Pi (π) day (March 14) Photo with treasure hunt treasure box as promo.	Kyle Park
April	April Fools post maybe? (April 1)	Kyle Park
Late April or March Prior to Event	Kyle Fair - Call of the Kyles for Kyle	City of Kyle
June	4th of July Event	City of Kyle
July	National PARD month – Kyle Park - Kyle PARD spokesperson	City of Kyle
August	Kyle Pie in the Sky (Labor Day weekend)	City of Kyle
September	Founders' Parade (Oct. 8)	City of Kyle
October	Center Street Trick or Treat (Oct. 22)	City of Kyle
November	Santa's Arrival (Dec. 1)	City of Kyle
December	25 Days of Christmas (Dec. 1-25)	City of Kyle
January	Pie Day (Jan 23) – photo of eating pie with family	Kyle Park

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**SCHEDULE B BRAND
GUIDELINES**

- All posts, social media statuses, tweets, and comments shall be free of content promoting or mentioning surrounding cities or any sites located or events occurring in those locales, save and except athletic events.
- All posts, social media statuses, tweets, and comments shall be made using easily readable fonts, and colors and commonly understood and inoffensive graphics.
- All posts, social media statuses, tweets, and comments shall be in good taste and free of profanity or other inappropriate language.
- All posts, social media statuses, tweets, and comments shall be free of content promoting bigotry, racism or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- All posts, social media statuses, tweets, and comments shall be free of content depicting persons in the nude.
- All posts, social media statuses, tweets, and comments shall be free of content identifying religions, political organizations, or causes.
- Kyle Park shall have final and sole control over the wardrobe and apparel to be worn by Kyle Park (the individual) during any filming or photography performed pursuant to this Agreement, provided that such wardrobe shall not be inappropriate.
- All posts, social media statuses, tweets, and comments shall be consistent with Kyle Park's status as a serious, professional musician and singer/songwriter performing primarily in the Texas-country music genre.