



Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board
Regular Meeting Agenda
Tuesday, July 14, 2026, 5:30 PM
IH Clubhouse, 4523 Canada Road, Lakeland TN 38002

- I. CALL TO ORDER:
- II. ROLL CALL:
- III. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
 - a. **Regular Meeting Minutes** - May 12, 2026
- IV. CONSIDERATION AND POSSIBLE ACTION ON ITEMS REMOVED FROM THE CONSENT AGENDA:
- V. PUBLIC DISCUSSION:
- VI. REPORTS FROM OFFICERS AND STAFF:
 1. Parks Administration Update
 2. Recreation Update
 3. Senior Center & Special Events Update
- VII. OLD BUSINESS:
- VIII. NEW BUSINESS:
 1. **Discussion** - Pickleball design updates
 2. **Action** - Recommending Drone Show MOU to Board of Commissioners
 3. **Action** - Recommending Sky Elements Contract to Board of Commissioners
- IX. ANNOUNCEMENTS:
- X. ADJOURNMENT:



Lakeland Municipal Parks & Recreation/Natural Resources Advisory Board
Regular Meeting Agenda Minutes
Tuesday, May 12, 2026, 5:30 PM
IH Clubhouse, 4523 Canada Road, Lakeland TN 38002

I. CALL TO ORDER:

II. ROLL CALL:

Mark Donley	Present
Jessica Cannon	Present - left at 6:20p.m.
Amber Sawyer	Present
Janice Volner	Present
Brian Rowell	Present
Vice-Mayor Michele Dial	Present
Jenny Kiesel	Absent
Ben Ledsinger	Absent

Staff personnel in attendance were Parks and Recreation Director Andrew Fisher, Recreation Manager John Proctor, Recreation Supervisor Dominic Montalvo, Recreation Supervisor Baylos Moss, Special Events Coordinator Alex Harris, and Parks and Recreation Administrative Assistant Yareli Esparza.

III. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:
 - a. **Regular Meeting Minutes** - March 10, 2026
When the question was called the minutes passed as presented, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

IV. CONSIDERATION AND POSSIBLE ACTION ON ITEMS REMOVED FROM THE CONSENT AGENDA:

V. PUBLIC DISCUSSION:
None.

VI. REPORTS FROM OFFICERS AND STAFF

1. Parks Administration Update

DRAFT

This report was offered by Parks and Recreation Director Andrew Fisher.

2. Recreation Update
This report was offered Recreation Manager John Proctor.
3. Senior Center & Special Events Update
This report was offered by Special Events Coordinator Alex Harris.

VII. OLD BUSINESS:
None.

VIII. NEW BUSINESS:

1. **Action** - Recommending Soccer Contract to Board of Commissioners
Vice-Mayor Dial moved to bring this item to the floor, seconded by Chair Mark Donley.

Recreation Supervisor Dominic Montalvo presented this item.

Discussion ensued.

This item was approved to be recommended to the Board of Commissioners.

When the question was called the motion to amend passed, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

2. **Action** - Recommending Tennis Contract to Board of Commissioners
Chair Mark Donley moved to bring this item to the floor, seconded by Vice-Mayor Dial.

Recreation Supervisor Baylor Moss presented this item.

Discussion ensued.

This item was approved to be recommended to the Board of Commissioners.

When the question was called the motion to amend passed, voice vote, 6 in favor 0 against 0 abstain (6-0-0).

3. **Discussion** - Recommending adaptive recreation programs for the City of Lakeland
Parks and Recreation Director Andrew Fisher presented this item.

Discussion ensued.

4. **Discussion** - Lakeland Pickleball Facility design
Parks and Recreation Director Andrew Fisher and Tim Bryant with

Kimley-Horn presented this item.

Discussion ensued.

5. **Action** - recommending an agreement with Chickasaw Council Boy Scouts of America to the Board of Commissioners
Chair Mark Donley moved to bring this item to the floor, seconded by Vice-Mayor Dial.

Special Events Coordinator Alex Harris presented this item.

Discussion ensued.

This item was approved to be recommended to the Board of Commissioners.

When the question was called the motion to amend passed, voice vote, 5 in favor 0 against 0 abstain (5-0-0).

IX. ANNOUNCEMENTS:

Parks and Recreation Director Andrew Fisher announced the next Parks and Recreation & Natural Resources Board meeting.

Amber Sawyer congratulated Vice-Mayor Michele Dial for her retirement.

X. ADJOURNMENT:

There being no other business on which to act, the meeting was adjourned without objection at 6:34pm on Tuesday, May 12, 2026.

These minutes were approved on July 14, 2026.

Janice Volner
Secretary

ATTEST:

Becca Hume
City Recorder

PARKS ADMINISTRATION

1. Brody Townsend Athletic Complex

A. BTAC Restroom Project

- i. Barnes & Brower, Inc. has begun construction for the new restroom facility
- ii. Estimated timeline of substantial completion is at the end of August.

2. Lakeland Community Center

A. Anticipated Schedule Items for the next Two-Four weeks:

- i. Building slab rough-in and prep in progress
 1. Gymnasium Building Slab completed
 2. North end building slab anticipated pour 7/22
 3. South end building slab anticipated pour 7/24
- ii. Plumbing and Electrical Under Slab Rough-in
 1. North end to be completed by 7/14
 2. South end to be completed by 7/17
- iii. Mason/CMU interior walls
 1. Anticipated material delivery week of 7/20
 2. Start date 7/27

B. Parking Lot

- i. Curb and gutter anticipated completion are 7/22
- ii. Anticipated completion date for soil cement is 7/28
- iii. Anticipated completion date for asphalt binder is 7/30

C. PEMB & Steel Erection

- i. PEMB delivery and start date scheduled for week 7/20
- ii. Building joist & steel delivery scheduled for end of July/Early August
- iii. MCC setting up coordination meeting with PEMB erector and structural steel sub beginning of next week

3. International Harvester Managerial Park

A. IH Clubhouse Deck Renovations

- i. The IH Clubhouse Deck renovations are contracted to Vicktor Hall Construction.
- ii. Construction date to be determined.

4. Parks Maintenance Updates

- A. Maintenance shop had a fence placed and has security cameras.
- B. Updated park signs including rental QR codes and rules were ordered. Soon to be installed.

5. Staff Updates

- A. Special announcements
 - i. Parks and Recreation Champion of the Year

July 14, 2025

RECREATION UPDATE

1. Youth Spring/ Summer Baseball

- A. The season for all our teams ended on June 29.
 - i. Teams: 2 - 6U, 2 - 8U, 2 - 10U, & 2 12U
 - ii. Championship team announcement for 2 teams

2. Youth Flag Football Mini-Session

- A. The season for all our teams ended June 25.
- B. Age Group Numbers: Total – 371 (2025 – 182)
 - i. 3-6U- 72
 - ii. 8U – 78 (7 Teams)
 - iii. 10U – 127 (11 Teams)
 - iv. 12U – 68 (6 Teams)
 - v. 15U- 26(3 teams)
- C. The season was June 1-June 25.
- D. Playoffs were the week of June 22 with the Championships on June 25.

3. Youth Fall Tackle Football Cheerleading

- A. Registration closed on June 15, but we are slowly adding more each week.
- B. Currently we have 29 registered cheerleaders. We ended up with 51 last year.
- C. Uniforms have been ordered and are slowly being delivered.
- D. We will have a parent meeting on July 16 at 6:00PM at the IH Clubhouse.
- E. Practices will officially start August 1 with our first preseason minicamp.
- F. Games will tentatively start on August 15.

4. Youth Fall Competitive Tackle Football

- A. Registration closed June 29
- B. Age groups numbers as of July 1
 - i. 8U – 0* (2024 – 0)
 - ii. 10U – 30 (2024 – 35)
 - iii. 12U – 0* (2024 – 0)

*Both 8U and 12U did not get enough registered participants to form teams. 8U ended with one registrant and 12U ended with 10 registrants.
- C. Practices began last week, July 7, with conditioning for two weeks.

- D. Equipment disbursement scheduled for July 16 & 17
- E. Games will tentatively start on August 15.

5. Youth Fall Flag Football

- A. Registration is now open through July 19.
 - i. Age groups (As of 7-7)
 - 1. 6U – 15
 - 2. 8U – 33
 - 3. 10U – 27
 - 4. 12U – 15
- B. Practices will begin the week of August 3.
- C. Games will begin in Early September

6. Youth Fall Soccer

- A. Registration is open through August 9.
- B. Practices will start the week of August 31.
- C. Games will tentatively start on September 12.
- D. The season will end on November 14.

7. USTA of TN Tennis

- A. All youth and adult registration open soon
- B. Sessions will begin in late- August and go through late October

8. Adult Summer Soccer

- A. The season started on May 31 and ran through July 11th.
- B. Playoffs will end on July 11th.

9. Adult Fall Flag Football

- A. Registration is now open through August 9.
- B. Games will begin in late August- October.

July 14th, 2026

SENIOR CENTER UPDATES

Senior Center Highlights for May & June

1. May 2026

a. Attendance – 645 (May 2025 – 451)

b. Program Highlights-

- i. On May 7, our Lunch & Learn featured discussion on Estate Strategies by Taylor Agee with Thrivent with 15 in attendance.
- ii. Alex and Yareli hosted a training session with the seniors on May 7, immediately after Lunch and Learn on the new system. Total attendance was 45 for the training.
- iii. More than 30 seniors enjoyed a daytrip on a Memphis Riverboat Sightseeing Cruise on Wednesday, May 20.
- iv. Courtesy of Creative Aging, seniors enjoyed a One-Man Act and storytelling about the Civil War on May 21. More than 30 attended the show.
- v. Courtesy of Creative Aging seven seniors enjoyed a five-week Textile Collage class on Thursdays May 29 through June 25.

2. June 2026

a. Attendance – 667 (June 2025 – 714)

b. Programs -

- i. Courtesy of Creative Aging six seniors enjoyed Zentangle will be back starting in June for four weeks, courtesy of grant funds allotted by Creative Aging on Wednesdays in June.
- ii. LSC's first Grand Time Fishing Rodeo with the grandkids was held Thursday, June 18, from 10 a.m. to 12 p.m. Attendance included 6 grandparents and 12 grandchildren participated. Trophies and ribbons were awarded. Marco's pizza was served after the award ceremony.
- iii. The annual Stars & Stripes Luncheon was held on Friday, June 26, with entertainment by Jim Mahannah Band courtesy of Creative Aging. Lunch was Fat Larry's BBQ. More than 60 seniors attended. A total of 12 veterans were asked to stand and be recognized during the luncheon. All branches of the military were represented.
- iv. Alex and Yareli hosted a training session with the seniors on May 7, immediately after Lunch and Learn on the new system. Total attendance was 45 for the training.

Upcoming

3. July & August Highlights

- i. LSC's is featuring its annual Christmas in July Craft Month with 13 holiday crafts on the calendar.
- ii.
- iii. Health Hour on June 15 will welcome Dr. Burge with Trusty Family Services in Lakeland as our guest speaker. He will talk to the seniors about the importance of hearing exams and the progression on hearing aids.
- iv. The final Grand Time event for grandparents and grandkids for the summer will end on July 23 with a summer party including a pancakes breakfast buffet and games, crafts and party favors.
- v. The highlight for August will be our Summer Luau with entertainer Clement's Tunes courtesy of Creative Aging. The menu will be luau-themed foods catered by Your Thyme and Occasion.
- vi. Seniors are invited to hang out on the patio or inside the center to enjoy the LAMP Concert on August 22. Dinner will be served. Menu TBD.
- vii. Staff continue training seniors on the new registration process in Rec. We are in the process of entering individuals categorized by groups for easy check-in. This will evidentially replace a physical head count for each activity.

July 14th, 2026

SPECIAL EVENTS UPDATE

1. Rental Update

- a. In this past fiscal year rentals increased from 163 rentals of IH Clubhouse and the Rec room to 315 rentals.
- b. The total rental income from FY 2025 – 2026 was \$26,450 with a profit of \$9,335.
- c. The total rental income form this past fiscal year in FY 2025 – 2026 was \$54,602 with a profit of \$21,527.
- d. This is a \$12,192 profit increase from year to year.

2. Event Update

- a. Tee Ball Field Ribbon Cutting
 - i. This event took place at City Hall Park Tee Ball Field on Friday, May 15th.
 - ii. We had a total of 80 people in attendance with the unveiling of the new sign, the National Anthem, a ceremonial first pitch by the Mayor, cracker jacks and snacks given away to the players.
- b. Summer Party
 - i. This event took place at IH Park on May 23rd from 3 PM – 6 PM.
 - ii. We had around 300 in attendance for this event. This event is one of our two annual movies at the park. The event featured a showing of Zootopia 2, a foam party, inflatables, games, and food trucks.
- c. Freedom Festival
 - i. This event took place at the Lakeland Prep Annex Complex on July 4th from 7 PM – 9 PM.
 - ii. We had 3,700 in attendance! Last year we had 2,210 per placer A.I.
 - iii. The event featured a water slide, rock wall, music from Twin Soul, and a spectacular fireworks show by Pyro Shows.
 - iv. We also had Homer Skelton Ford of Millington sponsor two shuttles. Taylor Sudden Service sponsored the generator for the stage in memory of their late employee Chris Hughes.
- d. Parks and Rec Month Event Series

- i. July 10th from 11 AM – 12 PM We hosted a magic show at IH Clubhouse by Magic Mr. Nick.
- ii. We had 76 people in attendance. Kids were greeted with bubbles and fun music, and we had a 45-minute magic show featuring a guest appearance by his dog, cranberry!

3. Upcoming Events

a. Parks and Rec Month Event Series

- i. July 17th from 11 AM – 12 PM We will have Meeman Shelby Forrest State Park at IH Clubhouse for an animal demonstration and a food truck available with sweet treats.
- ii. July 24th from 11 AM – 1 PM our very own Dominic Montalvo will be hosting a Circuit Chase Challenge at the Brody Townsend Athletic Complex.
- iii. July 31st from 11 AM – 1 PM we will host a touch-a-truck event at IH Park. This event will include members from the Shelby County Sheriff's Office, Shelby County Fire Department, Parks and Recreation, as well as our Public Works Department. We will have a STEM activity provided by the Lakeland Preparatory STEM class, and food trucks!

b. Adult Paint and Dip

- i. Set to happen at IH Clubhouse on July 24th from 6 PM – 7 PM
- ii. Registration is now open to residents and non-residents on our new website Rec.us/Lakeland. The cost is \$10 per person. The event will have individual charcuterie cups provided by Wildflower company from Lakeland.
- iii. Currently we have 13 registered.

c. Back to School Celebration

- i. This event will run from 3 PM – 6 PM at IH Park.
- ii. This event features a water slide, yard games, giveaways and an outdoor screening of the movie "Monsters University".

d. LAMP Concert August

- i. This event is set to happen at IH Park from 6:30 PM – 9:30 PM.

- ii. The band is the Neon Mooners, they opened for Big and Rich at Smoke Slam last year! The play mostly 90's country covers, and some originals.
 - iii. We will be hosting a children's entrepreneurial market at our LAMP concert in August. We tried this last year in June, however, we got rained out. That event had 40 children's vendors registered.
- e. LAMP Concert September
 - i. This event is set to happen at IH Park from 6:30 PM – 9:30 PM.
 - ii. The band will be Almost Famous. Their genre spans a wide variety of fan favorites.
 - iii. This will also be our Recreation Sports leagues homecoming night.



**Lakeland Municipal
Parks &
Recreation/Natural
Resources Advisory
Board**

Meeting Cycle: Tuesday, July 14, 2026

Subject: **Discussion** - Pickleball design updates

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



**Lakeland Municipal
Parks &
Recreation/Natural
Resources Advisory
Board**

Meeting Cycle: Tuesday, July 14, 2026

Subject: **Action** - Recommending Drone Show MOU to Board of Commissioners

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



10001 HWY 70, Lakeland, TN 38002

PH: 901-867-2717 Fax: 901-867-2063

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAKELAND AND ROMSPEN INVESTMENT CORPORATION RELATIVE TO
THE CHRISTMAS IN LAKELAND EVENT

This Memorandum of Understanding (the "MOU"), dated this ____ day of June, 2026, is by and between the City of Lakeland, Tennessee (the "City"), and RIC (LAKE DISTRICT), LLC, a Tennessee limited liability company (the "Romspen Investment Corporation").

WHEREAS, the City is a Tennessee municipal corporation;

WHEREAS, the City desires to host its annual Christmas in Lakeland, a special event featuring a drone show and parade that are open to the public and intended to promote community engagement;

WHEREAS, the City intends to enter into an agreement with Sky Elements, LLC, a Texas limited liability company whose address is 820 W. Sandy Lake Drive, Coppell, TX 75019, to conduct a drone display as part of the Christmas in Lakeland event;

WHEREAS, the Romspen Investment Corporation agrees to allow the drone display to be conducted on property owned and maintained by Romspen Investment Corporation more commonly known as 3304 Canada Road, Lakeland, Tennessee 38002, and more particularly described with a Parcel Number L0159 00601 ("Romspen Investment Corporation's Property"); and

WHEREAS, the City and Romspen Investment Corporation desire to enter into this MOU to effectuate the same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the parties do covenant and agree as follows:

Purpose.

The purpose of this MOU is to set forth the understanding between the City and Romspen Investment Corporation regarding the City's use of Romspen Investment Corporation's Property for the drone display conducted during the City's Christmas in Lakeland event.

Responsibilities.

The City shall be responsible for coordinating with Sky Elements, LLC regarding the setup, execution, and cleanup of the Christmas in Lakeland event.

The City shall designate areas of the property necessary for Sky Elements, LLC to conduct the drone display, subject to the approval of Romspen Investment Corporation and any reasonable conditions necessary to ensure safety and protection of Romspen Investment Corporation's Property.

The City shall coordinate with Sky Elements, LLC to ensure compliance with all applicable federal, state, and local laws, regulations, and fire safety requirements.

Both parties shall cooperate in good faith to ensure the success of the event and the safety of the public and property.

Drone Display Details.

The drone display conducted during the City's Christmas in Lakeland event will take place on December 12, 2026, at a time to be determined by the City.

The drone display will be conducted by Sky Elements, LLC during the City's Christmas in Lakeland event in accordance with the terms approved by the City's Board of Commissioners, the contract between the City and Sky Elements, LLC, and all applicable safety and regulatory standards.

The designated launch and viewing areas shall be determined by the City, subject to the approval of Romspen Investment Corporation, with consideration to safety, accessibility, and minimal disruption to Romspen Investment Corporation's Property. See launch zones in Exhibit A of this MOU.

In the event of inclement weather or other circumstances that render the drone display unsafe or impractical to be conducted during the City's Christmas in Lakeland event, the parties shall reasonably coordinate to determine an alternate date or cancellation procedure.

Liability.

The City shall require Sky Elements, LLC to maintain comprehensive general liability insurance in an amount of no less than \$10,000,000.00 and to name both the City and the Romspen Investment Corporation as additional insureds for the drone display. The City shall provide a copy of the Certificate of Insurance from Sky Elements, LLC to Romspen Investment Corporation. Nothing in this Agreement, the required insurance, any certificate of insurance, any additional insured endorsement, or any approval by the City shall be construed as a waiver of any governmental immunity or limitation of liability

afforded to the City under Tennessee law, including the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, *et seq.*

The City shall be liable for any damages to the property resulting from the Christmas in Lakeland event and returning the property to its normal condition, ready for businesses to open the next business day, including cleaning up any debris and returning furniture, equipment, and materials back to their original condition and arrangement.

General Provisions.

The City and Romspen Investment Corporation entered into that certain agreement styled “CITY OF LAKE LAND PARKS & RECREATION AGREEMENT FOR USAGE OF ROMSPEN INVESTMENT CORPORATION’S LAKE DISTRICT PROPERTY” on June 4th, 2026, which agreement shall remain in full force and effect between the parties. The terms and conditions of that agreement are incorporated by reference as if set forth fully herein and shall apply to the City’s use of Romspen Investment Corporation’s Property for the Christmas in Lakeland event except to the extent expressly modified by this Memorandum of Understanding.

The parties may only amend or terminate this Memorandum of Understanding in writing signed by both parties.

The parties agree to operate in good faith to implement the objectives of this Memorandum of Understanding.

This Memorandum of Law shall be governed by and construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the City of Lakeland, Tennessee and RIC (LAKE DISTRICT), LLC have executed this Memorandum of Understanding as of the first day above written.

[SIGNATURE PAGE TO FOLLOW]

CITY OF LAKELAND, TENNESSEE

Approved as to Form:

Emily Harrell, *City Manager*
City of Lakeland, Tennessee

Will Patterson, *City Attorney*
City of Lakeland, Tennessee

RIC (LAKE DISTRICT), LLC

Joel Mickelson, General Counsel
RIC (LAKE DISTRICT), LLC



10001 HWY 70, Lakeland, TN 38002

PH: 901-867-2717 Fax: 901-867-2063

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LAKELAND AND ROMSPEN INVESTMENT CORORATION RELATIVE TO
THE CHRISTMAS IN LAKELAND EVENT

EXHIBIT A





**Lakeland Municipal
Parks &
Recreation/Natural
Resources Advisory
Board**

Meeting Cycle: Tuesday, July 14, 2026

Subject: **Action** - Recommending Sky Elements Contract to Board of Commissioners

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



This Agreement is made and entered into as of the date of the first signature below (the “Effective Date”), by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell, TX 75019 (“Sky Elements”), and **“Sky Elements”** and City of Lakeland, hereinafter referred to as “Customer.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

1. **Drone Display(s):** Sky Elements agrees to furnish Customer with drone display services, hereinafter referred to as “Display(s)” The Display(s) will be conducted in accordance with the following specifications:

Display Date(s): 12/12/2026

Drone Count: 250

Display(s) Location: 3536 Canada Road Lakeland TN 38002

2. **Payment Terms.** Customer shall pay Sky Elements \$ 35,600 Customer shall submit a 55% deposit immediately upon execution of this Agreement. The balance remaining for each display(s) will be paid to Sky Elements seven days prior to each Display. Customer shall pay the Invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before Display date shall give Sky Elements the right to cancel or postpone the Display without liability or obligation to refund any deposits. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its sole discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its sole discretion, Sky Elements’ Pilot in Command (“PIC”) may halt the display. The PIC may resume the Display(s) if the PIC determines that safe conditions are restored. Should safety not be able to reach an acceptable level there shall be no refund or other adjustments.
4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2025-00682 including any subsequent revisions, renewals, updates, amendments or any other waivers, exemptions, or authorizations Sky Elements or its employees are authorized to perform under (“**Waiver**”). Customer represents that nothing in this Agreement shall obligate Sky Elements to exceed or violate the terms of the Waiver. Should Customer make a request that would violate the Waiver, Sky Elements shall notify Customer of such violation, and if Customer persists in such request, it shall be considered a material breach of this Agreement. Sky Elements shall have the right to

immediately terminate this Agreement and retain all fees paid if Customer commits such material breach.

5. **Customer's Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation ("Participating Persons") are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer's employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, losses, damages (whether direct, indirect, consequential, or incidental), or expenses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the

Display(s) (each, an “Unforeseen Event”), and to the extent such Unforeseen Event was not directly caused by Sky Elements or its personnel, Sky Elements may cancel the Display(s) and any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 6(a) is required, Sky Elements will provide Customer a refund of any amounts Customer paid to Sky Elements at the time of cancellation within ninety days of the cancellation. Sky Elements shall retain any and all reasonable expenses already incurred in preparation for the Display(s) including but not limited to show choreography and design.

- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s), the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Display(s) from moving forward as scheduled.
- c) If Customer cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Display(s), the cancellation fee will be 75% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s), the Customer shall pay Sky Elements the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

7. **Indemnification.**

- a) Customer shall defend, indemnify, and hold harmless Sky Elements, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Customer under this Agreement; 2) Customer’s gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Customer of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Customer’s conduct under this Agreement.
- b) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements’ gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements’ conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent

contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to Agreement for or bind the other Party.

9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, drone show choreography, flight patterns and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “**Intellectual Property Rights**”) in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements.
10. **Confidential Information.**
 - a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.
 - b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall immediately notify the disclosing Party in writing so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party’s sole discretion.
 - c) Under this Agreement, “**Confidential Information**” includes, but is not limited to, Sky Elements’ operating procedures, operations manuals, drone show choreography, flight patterns, technical specifications, pricing information, and any documents marked “Confidential.”
 - d) The Parties shall be entitled to injunctive relief for any violation of this Section.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, DocuSign, Adobe Sign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement (“Right”) is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.
14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or

transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
17. **Force Majeure.** If for any reason beyond its reasonable control, whether foreseeable or unforeseeable, including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, weather conditions (including but not limited to wind, rain, or lightning), or other similar events that would make the event impractical, unsafe, or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability within 12 months of the original display date. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** Each party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the District Court of the State of Texas in Tarrant County. Each party further accepts for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenience, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.
19. **Form of Written Notice.** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
21. **FAA Approvals and Authorizations.** Sky Elements shall use commercially reasonable efforts to obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the

Display(s). Customer acknowledges that such approvals are at the discretion of the FAA and delays or denials by the FAA shall not constitute a breach of this Agreement by Sky Elements.

22. **Representation and Warranty.**

- a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, subject to weather conditions and other factors outside of Sky Elements' reasonable control and shall devote adequate resources to meet its obligations under this Agreement.
- b) In the event of a materially defective Display, being a display that is performed material different than the rendering or missing more than fifteen percent of the drones in the Display(s), Sky Elements shall, in its sole discretion, either:
 - i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the price of the Display at the pro rata Agreement rate.
- c) The remedies set forth in this section shall be Customer's sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

23. **Insurance:** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage, limited to the Display(s) specified in this Agreement. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this Agreement.

24. **Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer. Subject to the terms and conditions of this Agreement, Sky Elements hereby grants Customer "Licensee"

a non-exclusive, non-transferable, revocable, limited license to use the Licensed Material solely for the purpose of promoting the specific upcoming Sky Elements drone show within a period of six months from the Effective Date of this Agreement or the Show Date, whichever is greater. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute, sublicense, sell, or create derivative works based on the Licensed Material without prior written consent from Sky Elements. Licensee shall maintain the integrity of the Licensed Material and shall not use it in a manner that discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the Licensed Material. Any rights not expressly granted herein are reserved by Sky Elements.

26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.
27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier, first-class mail with return receipt requested, or by email with confirmation of receipt from the receiving party.

Sky Elements
ATTN: Preston Ward
preston@skyelementsdrones.com
(817) 538-3207
820 W Sandy Lake Rd. Suite 200
Coppell, TX 75019

Customer:

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year

first above written.

SKY ELEMENTS, LLC

BY: _____

Date: _____

Preston Ward, Manager / General Counsel

CUSTOMER

BY: _____

Date: _____

Printed Name: _____

Company: _____

Title: _____

Content Capture

MOST POPULAR

ESSENTIAL

Raw footage handed off to your team.

\$5,500

- 1 Ground videographer
- 1 Aerial drone videographer
- FPV drone videographer
- Photographer
- ✓ Raw content deliverable
- 30-sec vertical social edit
- 60-sec horizontal long-form edit
- Dedicated content director

Raw 4K master, ready to hand off to your editors.

PREMIUM

Full capture, plus a social-ready recap built to perform.

\$12,500

- 2 Ground videographers
- 1 Aerial drone videographer
- FPV drone videographer
- 1 Photographer
- ✓ Raw content deliverable
- ✓ 30-sec vertical social edit
- 60-sec horizontal long-form edit
- Dedicated content director

Social edit delivered in 2-3 business days.

SIGNATURE

A full content team built around your activation.

\$22,000

- 2 Ground videographers
- 1 Aerial drone videographer
- 1 FPV drone videographer
- 1 Photographer
- ✓ Raw content deliverable
- ✓ 30-sec vertical social edit
- ✓ 60-sec horizontal long-form edit
- ✓ Dedicated content director

Includes a pre-show content planning meeting
Social edit delivered in 1-2 business days.

Make Your Moment Last

A show lasts a night—great content lasts forever. We deliver turn-key, platform-optimized content, from viral-ready vertical reels to immersive livestreams, turning your show into a marketing asset you can use forever.

