

**INDEPENDENT SERVICES AGREEMENT**  
**Contract Number \_\_\_\_\_**

THIS AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a local government agency of Clark County, Nevada (hereinafter referred to as "Authority") and GoGaels, LLC, (hereinafter referred to as "Provider"), for the provision by Provider to Authority of the services and work described in this Agreement, including the services and the work described in and outlined in Exhibit "A," (such services and work being referred to in this Agreement collectively as either the "Services" or the "Work"). Exhibit "B" depicts the payment schedule.

**WITNESSETH:**

WHEREAS, Authority is a local government agency organized and existing pursuant to Sections 244A.597 through 244A.655 of the Nevada Revised Statutes;

WHEREAS, by the provisions of NRS 244A.619, Subparagraph 3 and NRS 244A.621, Authority is authorized to contract for services in conjunction with the maintenance and management of recreational facilities;

WHEREAS, the authority is desirous of obtaining of the services of its former chief executive, Rossi Ralenkotter, for purposes of a transition period and to assist the Authority in the operations of its affairs after Rossi Ralenkotter's retirement;

WHEREAS, Provider represents and warrants that it can provide Ralenkotter's services as desired by this agreement and represents itself as qualified in all respects to provide such Services and desires to contract with the Authority as an independent contractor and not as an agent of said Authority, and to act as a provider of the Services;

WHEREAS, Provider is properly licensed and qualified in accordance with the Nevada Revised Statutes and has the ability to provide the Services as set forth herein;

NOW, THEREFORE, Authority and Provider agree as follows:

**I.**  
**PROVIDER'S DUTIES**

A. Provider shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services. In performing its Services, Provider shall follow practices consistent with generally accepted professional and technical standards. With all due diligence, Provider will utilize its best efforts to actively, professionally, and in a first-rate manner, perform the Services to and for Authority.

B. It shall be the duty of Provider to assure that all Services and products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and any other applicable regulation or law. Provider shall, without additional compensation, correct and/or revise any errors or deficiencies in its specifications, surveys, reports and other services. Permitted or required approval by Authority of any of the Services or products furnished by Provider shall not, in any way, relieve or release Provider of its obligations or responsibilities under this Agreement. Authority's review, approval, acceptance, or payment for any of the Services shall not be construed to operate as a waiver of performance of this Agreement, and Provider shall be and remain liable in accordance with the terms of this Agreement and applicable law for all losses or damages to Authority caused by Provider's performance or failure(s) to perform under this Agreement.

C. Provider shall supply the personal services of Ralenkotter. All of the Services specified by this Agreement shall be performed by Ralenkotter. Should Ralenkotter not be able to perform the services hereunder, this Agreement shall automatically terminate.

D. Provider shall complete and furnish to the Authority the Disclosure of Ownership and Principals attached as Exhibit C.

## II. AUTHORITY'S RESPONSIBILITY

A. Authority agrees that its officers and employees will reasonably cooperate with Provider in the performance of the Services under this Agreement and will be available for consultation with Provider at such reasonable times with reasonable advance notice as to not conflict with their other responsibilities.

B. The Services performed by Provider under this Agreement shall be subject to the direction and review by Authority's representative, Chief Executive Officer or President/Chief Operating Officer, telephone number (702) 892-0711. Authority's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform Provider.

C. Authority's representative may report in writing, at its discretion, to Provider regarding the quantity and quality of the work performed by Provider. It is understood that Authority's representative's review comments do not relieve or release Provider of any responsibility or obligation under this Agreement including, but not limited to, the responsibility or obligation for professional and technical accuracy of all Services performed or delivered under this Agreement.

**III.  
SCOPE OF WORK AND TERM**

The Services to be performed by Provider shall consist of the Work described in Exhibit "A" of this Agreement, which is incorporated herein by this reference. This Agreement will become effective on October 1, 2018, and expire eighteen (18) months later, on March 31, 2020.

**IV.  
SUBCONTRACTORS**

A. Services specified by this Agreement shall not be subcontracted by Provider, without prior written approval of Authority. Written approval must be obtained from Authority prior to any change in subcontractors hired by Provider. All correspondence shall be via the Provider.

B. Approval by Authority of Provider's request to subcontract or acceptance of or payment for subcontracted work by Authority shall not in any way relieve or release Provider of any responsibility or obligation for the professional and technical accuracy and adequacy of the work. Provider shall be and remain liable for all losses, damages, costs and expenses to Authority caused by the acts or omissions of Provider's subcontractors of any tier.

C. The compensation due under Article VI hereof shall not be affected by Authority's approval of Provider's request to subcontract.

**V.  
NO ORAL AMENDMENTS**

A. All amendments to any term of this Agreement shall only be valid if the party seeking the amendment obtains express prior written approval of such amendment from the other party in the manner set forth in this Agreement. If the Provider seeks such approval from Authority, such approval must be obtained, in writing, from the President or the Board of Directors of the Las Vegas Convention and Visitors Authority.

**VI.  
COMPENSATION AND TERMS OF PAYMENT**

A. Authority shall pay Provider for the Services described in this Agreement, including Exhibit "A" hereto, the fixed monthly fee of \$15,000.00, which includes all reimbursable expenses. Provider shall use the Authority's travel services department for all travel and will be reimbursed for all commercially reasonable travel expenses (but not entertainment expenses, unless pre-approved) incurred in furtherance of the Work. Provider shall comply with the Authority's travel policies. It is expressly understood that the entire Work must be completed by Provider, and it shall be Provider's responsibility to ensure that hours and tasks are properly budgeted so that all of the Work is completed for said fixed fee.

B. Authority shall subtract, from any payment made to Provider, an amount equal to all damages, losses, costs and expenses caused by Provider's performance.

C. Termination

1. This Agreement may be immediately terminated, in whole or in part, by Authority in the event of failure on the part of Provider to perform its obligations or responsibilities under this Agreement.

2. This Agreement may be terminated, in whole or in part, and at any time by Authority, for its convenience.

3. If termination is effected by Authority, Authority will pay Provider the pro rata portion of the compensation which has been earned as of the effective date of termination, but:

a) no amount shall be allowed for anticipated profit on unperformed Services; and

b) any pro rata payment due to Provider at the time of termination may be adjusted to the extent of any damages, losses, costs or expenses occasioned to Authority by reason of Provider's failure(s) to perform under this Agreement.

4. Upon receipt or delivery by Provider of a termination notice, Provider shall:

a) promptly discontinue all Services affected (unless the notice directs otherwise); and

b) deliver or otherwise make available to Authority all deliverables as provided in Exhibit A of this Agreement.

5. Upon termination, Authority may take over the Work and prosecute the same to completion by agreement with another party or otherwise. Authority shall have the right to offer employment to any employees of Provider assigned to the performance of this Agreement.

6. The rights and remedies of Authority and Provider set forth under this Article VI are in addition to any other rights and remedies afforded to Authority or Provider under the law.

7. Neither party shall be considered to have failed in the performance of its obligations or responsibilities under this Agreement, or any of them, to the extent that performance of such obligations or responsibilities, or any of them, is prevented or substantially delayed by any cause, existing or future, which is beyond the reasonable

control of such party. However, delays arising from the actions or inactions of one or more of Provider's principals, officers, employees, agents, subcontractors, consultants, vendors or suppliers are expressly recognized to be within Provider's control.

8. If, after termination of this Agreement on account of Provider's failure to perform under this Agreement, it is determined that Provider has not so failed, the termination shall be deemed to have been effected for the convenience of Authority.

9. Should the Authority terminate this Agreement for any reason prior to March 31, 2020, Provider and Ralenkotter expressly agree that the noncompetition provisions of Article VII shall nonetheless continue and be of full force and effect.

D. Insurance

1. Format/Time: Provider shall submit to the Authority and maintain for the duration of this Agreement and any renewal periods, Certificates of Insurance, for coverages and endorsements affecting coverage required by this Agreement within ten (10) calendar days after award.

2. Best Key Rating: Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required Certificate of Insurance. Authority requires all acceptable insurance carriers to maintain an A-VII or stronger rating. The adequacy of this insurance supplied by Provider, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Authority.

3. Commercial General Liability: Provider shall obtain and maintain for the duration of this Agreement, commercial general liability insurance in accordance with the minimum limits and coverage provided below, against claims for injuries to persons or damages to property or any other claim.

EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$0
PERSONAL & ADV. INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COM/OP AGG	\$2,000,000

4. General liability coverage shall be on a "per occurrence" basis only and not on a "claims made" basis. The coverage must be provided either on a Commercial General Liability form or a Broad Form Comprehensive General Liability form with endorsement for contractual liability. The cost of such insurance shall be included in Provider's fee. Provider's commercial general liability policy shall be endorsed to recognize specifically Provider's contractual liability to the Authority.

5. Failure to Maintain Coverage: If Provider fails to maintain any of the insurance coverages required herein, then in addition to any rights and remedies available to Authority, Authority may (but shall not be obligated to) purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Provider is responsible for any payments made by Authority to obtain or maintain such insurance, and Authority may collect the same from Provider or deduct the amount paid by Authority from any sums due Provider under this Agreement.

6. Additional Insurance: Provider acknowledges that the insurance requirements specified herein do not relieve Provider of its responsibility or limit the amount of its liability to Authority or to third parties in any manner whatsoever, and Provider is encouraged to purchase such additional insurance.

7. Damages: Without limitation of any provision of this Agreement, Provider is responsible for and required to remedy all damage or loss to any property, including property of Authority, to the extent they are caused by Provider, Provider's subcontractor of any tier or anyone employed, directed or supervised by Provider.

#### E. Indemnity

Regardless of the coverage provided by any insurance, Provider shall pay all costs and expenses necessary to defend and shall indemnify and hold harmless Authority from any and all claims, demands, actions, causes of action, damages, losses, liabilities, costs and expenses, attorneys' fees, to the extent they are caused by Provider's acts or omissions or failure(s) to perform under this Agreement including, but not limited to, damages resulting from or arising out of errors or deficiencies in its specifications, surveys, reports and other services.

#### F. Relationship of the Parties

Provider understands, acknowledges and agrees that Provider is not being treated or classified as an employee of Authority, but rather as an independent contractor. In this regard, Provider understands, acknowledges and agrees that it shall be Provider's sole responsibility to pay its income taxes to the Internal Revenue Service together with all self-employment taxes, if any. Provider further understands, acknowledges and agrees that Provider shall not have the right to make any claim or application for unemployment compensation in the event of the termination of Provider's Services. Provider further understands, acknowledges and agrees that Authority shall not provide industrial insurance or worker's compensation coverage for Provider because Provider is not an employee of Authority. It is agreed that Provider shall not be an agent or representative of Authority for any purpose other than as expressly stated herein, and Provider shall not obligate Authority in any manner whatsoever unless expressly provided for herein.

G. No Interest

Provider covenants and agrees that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict, or appear to conflict, in any manner or degree, with the performance of Services required to be performed under this Agreement. Provider further covenants, to its knowledge and ability, that in the performance of said Services, no person having any such interest shall be employed.

H. Assignment

Any attempt by Provider to assign or otherwise transfer its duties, responsibilities, obligations, rights and/or any interest in this Agreement without the prior written consent of Authority, shall be null and void and of no force or effect.

I. Controlling Law and Merger Clause

All prior negotiations, understandings and agreements, if any, are merged herein, and no change or any additional agreement shall be of any effect unless in writing and signed by the party to be charged. ***This Agreement shall be governed by, interpreted and enforced under, and in accordance with the laws of the State of Nevada, including all matters of construction, validity and performance, but excluding all conflicts of law principles that would require application of the law of any other jurisdiction. In executing this Agreement, the parties submit to the exclusive jurisdiction and venue of the State and Federal courts sitting in Las Vegas, Nevada.***

J. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, signature required delivery, hand delivery, or U.S. Mail, at the following addresses:

TO AUTHORITY: Las Vegas Convention and Visitors Authority  
3150 Paradise Road  
Las Vegas, Nevada 89109  
ATTENTION: Purchasing  
PHONE: (702) 892-2950  
FAX: (702) 892-2956  
EMAIL: [contractsadmin@lvcva.com](mailto:contractsadmin@lvcva.com)

TO PROVIDER: GoGaels, LLC  
9 Chinese Fir Drive  
Las Vegas NV 89141  
ATTENTION: Rossi Ralenkotter

K. Time Of Essence and Severability

Time shall be of the essence in this Agreement. If any provision of this Agreement or the application thereof, to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**VII.  
NONCOMPETITION**

Provider and Ralenkotter agree that Ralenkotter has acquired extensive inside knowledge as to the operations of the LVCVA, its customers and its competition and will continue to do so while serving as a consultant. Provider and Ralenkotter agree that much of this information is proprietary to the LVCVA. Provider and Ralenkotter agree that as an integral component of this Agreement and the Separation and Release Agreement, Ralenkotter will not directly or indirectly, for a period of eighteen (18) months from the Effective Date, work for or consult with anyone that competes with the LVCVA anywhere in North America. Provider and Ralenkotter agree that for purposes of this non-competition provision, any person or entity is a competitor of the LVCVA that directly or indirectly controls or operates (1) a convention or visitor's bureau in a metropolitan area of two hundred and fifty thousand (250,000) or more people, or (2) convention space of more than three hundred thousand (300,000) square feet.

Provider and Ralenkotter expressly acknowledge and agree that the restrictions contained in this Article VII, in view of the nature of the LVCVA's business and Ralenkotter's former and future roles, are reasonable and necessary to protect the legitimate interests of the LVCVA, and that any violation would result in irreparable harm to the LVCVA. Provider and Ralenkotter therefore agree that, in the event of violation of such non-competition, the LVCVA shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief, as well as damages, and an equitable accounting of all earnings, profits and other benefits lost in connection with such violation, which rights shall be cumulative in addition to any other rights or remedies to which the LVCVA may be entitled at law or equity. If, for any reason, the restrictions contained in this Article VII shall be deemed unreasonable in any proceedings, then the duration and/or scope of such restrictions shall be reduced in time or scope so as to make such restrictions enforceable to the full extent of the law. The parties expressly agree that they are agreeing to the terms of this Article VII and that it is to be enforced to the fullest extent permitted by law.

**VIII  
ARBITRATION**

A. Except for the Authority's right to enforce the rights of noncompetition (Article VII) by way of injunctive relief against Provider and Ralenkotter in any court of



competent jurisdiction, any other claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or a party's failure to perform any of its obligations or responsibilities under this Agreement shall be subject to and decided by binding arbitration in accordance with the rules of the American Arbitration Association currently in effect, unless the parties agree otherwise.

B. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration must be made within one (1) year after the claim, dispute or other matter in question has arisen.

C. Any arbitration arising out of or relating to this Agreement can include, by consolidation, joinder or in any other manner, any additional person or entity not a party to this Agreement. Provider specifically agrees that it will join any arbitration or lawsuit commenced as a result of or concerning the Project when requested to do so, in writing, by Authority.

D. Any award rendered by an arbitrator shall be final, and judgment may be entered upon it in accordance with Chapter 38 of the Nevada Revised Statutes and any other applicable law.

E. Each party shall bear its own costs and attorneys' fees incurred in the course of the arbitration proceedings prescribed under this Article VIII. The prevailing party in any court action to enforce this Agreement and/or the arbitrator's award shall be entitled to reasonable attorney's fees and costs.

**IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease has been read in its entirety AND SPECIFICALLY AND AFFIRMATIVELY AGREE TO THE ARBITRATION CLAUSE SET FORTH ABOVE.**

Authority:  
  
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

Provider:  
  
GOGAELS, LLC

By: \_\_\_\_\_  
LAWRENCE WEEKLY  
CHAIR

By: \_\_\_\_\_  
ROSSI RALENKOTTER

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ROSSI RALENKOTTER, INDIVIDUALLY

By: \_\_\_\_\_  
LVCVA LEGAL COUNSEL

Date: \_\_\_\_\_

DRAFT - FOR DISCUSSION PURPOSES

## **EXHIBIT "A"**

### **I. INTENT**

The services or work provided under this independent services agreement shall include providing assistance to the authority as directed by the CEO, President or COO. The services or work shall include Ralenkotter's former role as CEO, as well as attending any meeting or events directed by the authorities' CEO or President or COO, and promoting the authority business as directed. The services or work shall include reasonable domestic or international travel to the extent deemed warranted by the authorities' CEO, President, or COO. Any expenses for which provider seeks reimbursement must be approved in advance by the CEO, President, or COO.

### **II. SCOPE OF WORK**

A. The Services shall be those directed by the CEO, President, or COO and include:

1. Provider shall serve on all tourism related committees and projects that he serves on as of the date of this Agreement and others that may be mutually agreed upon.

2. Seek a stage to enhance the Authority's tourism leadership on a local and national level.

3. As directed, liaise with US Travel on issues impacting travel and tourism.

4. As directed, assist in the development and implementation of an Authority tourism marketing policy agenda, working with executive staff and the Authority Board.

5. The Provider will be responsible for communications in the following manner:

a) On a monthly basis, and more often as needed, provide written updates that inform the Authority of tourism developments that are of importance.

b) Be available in a timely manner in person, by phone, or by email, as requested by the Authority, to provide consultation and advice.

c) In response to Authority direction, act expeditiously on developments with impact on policy and matters.

d) Work with Authority staff to prepare written communications regarding the Authority's positions on tourism issues.

e) Participate, as directed, in individual meetings with Authority board members and other key stakeholders to discuss tourism issues.

### **III. CONSULTANT GENERAL DUTIES**

A. Attend a preliminary meeting with Authority staff members for discussion of the Scope of Work and review any documentation supplied by the Authority.

B. Meet with Authority staff members to finalize any project documents required.

C. Coordination and execution of each Service listed in Scope of Work.

D. Incorporate comments from Authority staff and Board of Directors as appropriate into plans and Services upon discussion with the Authority lead that will impact each project/Service.

E. Prepare responses to requests for information that arise.

F. Review and recommend adjustments to the plans/Services as the Agreement progresses.

### **IV. DELIVERABLES**

A. Types of expected/anticipated deliverables:

1. Monthly Reports

2. Identification of tourism related issues

3. Collaboration on general strategic annual tourism marketing plan

## **EXHIBIT "B"**

### **I. PAYMENT SCHEDULE**

Fixed negotiated monthly amount of \$15,000, which includes reimbursable expenses, but excluding travel costs, for the Scope of Work outlined in Exhibit "A" of the Agreement.

## EXHIBIT "C"

### Disclosure of Ownership and Principals

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name		Title

By checking this box I certify that none of the individuals involved in this business exceed more than five percent (5%) ownership or financial interest.

\_\_\_\_\_  
Signature / Capacity

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date