

**LAS VEGAS CONVENTION AND VISITORS  
AUTHORITY**

**&**

**LAS VEGAS EVENTS, INC.**

**EVENT PROMOTION AGREEMENT  
CONTRACT NO. 1759-2020**

# **EVENT PROMOTION AGREEMENT**

Contract No. 1759-2020

THIS EVENT PROMOTION AGREEMENT (this “Agreement”) is entered on the 1st day of July, 2019 (the “Effective Date”), by and between the Las Vegas Convention and Visitors Authority, a local government agency established by the Nevada Revised Statutes (“LVCVA”), and Las Vegas Events, Inc., a Nevada non-profit corporation (“Company”). LVCVA and Company may be referred to herein collectively as “Parties” and individually as a “Party”.

## **WITNESSETH:**

WHEREAS, LVCVA, pursuant to the provisions of NRS 244A.619 and NRS 244A.621, may enter into contracts for promotion of tourism and events; and

WHEREAS, based on LVCVA’s past experience with Company, LVCVA desires to contract with Company to provide event promotion services necessary to bring special events to Clark County, Nevada and provide other various professional services as more fully described on Exhibit A attached hereto (collectively, the “Services”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto, intending to be legally bound hereby, covenant and agree that the above-written recitals are true and correct and hereby are incorporated into this Agreement, and further covenant and agree as follows:

1. Appointment and Engagement of Company. LVCVA hereby appoints Company as the official, but not the exclusive, event promotion agency of record to perform the Services. Company hereby accepts such appointment, subject at all times to the provisions of this Agreement. Company will use commercially reasonable efforts to actively, professionally, and in a first-rate manner, perform the Services. During the Term (as defined below), Company shall maintain an office and obtain business licenses from all applicable governmental authorities necessary to provide the Services.

2. Relationship of the Parties.

2.1 Independent Contractor. The Parties agree that Company is an independent contractor and that its executives, employees and agents are not executives, employees, or agents of LVCVA. In this regard, Company understands, acknowledges and agrees that it shall be Company’s sole responsibility and obligation to pay to any and all applicable federal, provincial, state and local governmental authorities any and all taxes, including any self-employment taxes, that may be imposed upon Company as a result of its performance of the Services.

2.2 No Unemployment Compensation. Company further understands, acknowledges and agrees that neither Company nor any of Company’s executives, employees, or agents shall have any right to make any claim or application to or against LVCVA for unemployment compensation at the end of the Term. Company further understands, acknowledges and agrees that LVCVA shall not provide any form of worker’s compensation coverage for Company or any of its executives, employees, or agents because such persons are not employees of LVCVA.

2.3 No Agent of LVCVA. It is agreed that neither Company nor any of Company's executives, employees, or agents shall be an agent or representative of LVCVA for any purpose other than as specifically stated herein, and such persons shall not obligate LVCVA in any manner whatsoever unless expressly provided for herein. Nothing in this Agreement shall be construed, interpreted or deemed by the Parties hereto or by any third person as to create the relationship of principal and agent, employer and employee, or of partnership or joint venture, or of any other association or any other relationship, other than the independent contractor relationship established pursuant to this Agreement. In this regard, it is specifically acknowledged and agreed that Company shall have no authority to bind LVCVA to any agreement, contract or other arrangement whatsoever. In addition, to the extent that Company obtains actual knowledge that any person is unaware of Company's relation to LVCVA, Company shall expressly represent to such person that it is not acting as an authorized agent of LVCVA, and does not have authority to bind LVCVA to any legal obligation.

3. Term. The term of this Agreement shall begin on July 1, 2019 and, except as otherwise provided herein, shall expire on June 30, 2020 (the "Term").

4. Compensation to Company; Reporting Requirements.

4.1 Compensation. For the Services performed pursuant to this Agreement by Company, LVCVA shall pay Company the aggregate Compensation as defined and described in Exhibit B in the manner and otherwise in accordance with the provisions set forth on Exhibit B. Upon at least sixty (60) days written notice from LVCVA to Company, which notice may be given in LVCVA's commercially reasonable discretion, LVCVA may reduce the Compensation to be paid to Company in the event that LVCVA is not able to pay such Compensation to Company, as determined in the LVCVA's reasonable business discretion, as a result of changed economic and market conditions in Clark County, Nevada; provided, however, and notwithstanding anything herein to the contrary, LVCVA may not reduce the Compensation as to expenses and other amounts that are the subject of, or to be paid under, a contract entered into by Company before Company's receipt of the above-referenced notice. If Company determines that such reduction in the Compensation is not commercially reasonable, Company may terminate this Agreement by providing LVCVA ninety (90) days-notice of such termination. Company's board of directors has adopted a modified version of the current LVCVA travel, entertainment and expense reimbursement policies in the form that the Company provided to LVCVA. Exceptions from these policies may be made in writing by the Company's Chair. The Parties agree that any expenditure of \$100,000 or more shall be approved by the LVCVA Board of Directors either through the annual budget process, if an event is specifically listed in the budget, or through separate agenda approval otherwise. Any expenditure less than \$100,000 shall be approved by LVCVA staff and LVE Board, including instances where LVE requests the use of reserve funds, residual funding from completed events, or funds from events that were budgeted but not actually sponsored by LVE.

4.2 Discounts, Sponsorships and Production. Company shall make all commercially reasonable efforts to obtain any applicable discounts, refunds or rebates from its vendors with respect to the Services.

4.3 Reconciliation. Promptly following the end of the Term, Company shall prepare, or cause to be prepared, a detailed annual reconciliation of its general and administrative expenses (including salaries, benefits, operation costs and NFR production costs) against the quarterly payments of G&A Expenses (as defined in Exhibit B) received from LVCVA. Such reconciliation and reasonable supporting documentation shall be submitted by Company to LVCVA's Finance Department no later than forty-five (45) days after the end of the Term. To the extent such reconciliation reveals that the G&A Expenses received from LVCVA exceeded Company's actual general and administrative expenses, Company shall promptly pay LVCVA the amount of such excess. The LVCVA reserves the right to audit all records submitted for G&A costs in accordance with Section 15.

4.4 Event Report. Company has provided to the LVCVA Board of Directors a comprehensive presentation of Company's event marketing plans with respect to the Services. Each quarter during the Term, Company shall present to the LVCVA Board of Directors an event report with respect to the Services. All event contracts entered into by Company in connection with the Services shall provide that such event contract may be assigned to LVCVA at the end of the Term unless the Term is extended or this Agreement is renewed by the Parties.

## 5. Confidential Information; LVCVA Property.

### 5.1 Definitions.

(a) The term "LVCVA Confidential Information" shall mean any and all (i) advertising or promotional materials provided to Company by LVCVA, whether in written, oral, electronic or other form, including, but not limited to, any and all information pertaining to LVCVA's marketing plans, strategies, policies, procedures, methods, decisions, charts, and other similar information of a marketing nature, which is provided to Company by LVCVA; and (ii) other information which LVCVA provides to Company and identifies as "CONFIDENTIAL" prior to disclosure to Company. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "LVCVA Confidential Information" if such information (A) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by Company or a breach of any confidentiality obligation by any other person, which breach is known by Company; (B) was known to Company at the time of its receipt from LVCVA, provided that such information was obtained by Company from a third party under no duty of confidentiality; (C) has been independently developed by Company without reference to any LVCVA Confidential Information, as demonstrated by its business records; (D) is obtained by Company from a third person lawfully in possession of such information and having the legal right to transmit the same; (E) is owned by Company; or (F) is in connection with, related to or arises from an event that is produced by Company.

(b) The term "Company Confidential Information" shall mean any and all information which Company provides to LVCVA and identifies as "CONFIDENTIAL" prior to disclosure to LVCVA. Notwithstanding the foregoing or anything herein to the contrary, information shall not constitute "Company Confidential Information" if such information (i) is in the public domain or becomes public knowledge other than as a result of breach of this Agreement by LVCVA or a breach of any confidentiality obligation by any other person, which breach is known by LVCVA; (ii) was known to LVCVA at the time of its receipt from Company, provided

that such information was obtained by LVCVA from a third party under no duty of confidentiality; (iii) has been independently developed by LVCVA without reference to any Company Confidential Information, as demonstrated by its business records; (iv) is obtained by LVCVA from a third person lawfully in possession of such information and having the legal right to transmit the same; or (v) is owned by LVCVA. Company Confidential Information and LVCVA Confidential Information shall hereinafter be collectively referred to as “Confidential Information”.

(c) The term “LVCVA Property” shall mean any and all information, databases, customer lists and similar property that are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company during the Term in performing the Services with LVCVA funding. Notwithstanding the foregoing or anything herein to the contrary, information, databases, customer lists and similar property shall not constitute “LVCVA Property” to the extent that any of them (i) are the Company’s name, likeness, trade names, service marks, logos or other intellectual property; or (ii) are developed, generated, produced, assembled, created, purchased or otherwise acquired by Company (A) in connection with, relating to or arising from an event produced by Company including, without limitation, all proceeds from such an event; or (B) with funds other than those paid to Company from LVCVA pursuant to the provisions of this Agreement. For the avoidance of doubt, LVCVA acknowledges and agrees that except with respect to the LVCVA Property, LVCVA has no right, title or interest whatsoever to any assets of Company, whether now owned or hereafter acquired.

5.2 Ownership and Use. Company and LVCVA covenant and agree that any and all LVCVA Confidential Information and LVCVA Property is the sole and exclusive property of LVCVA and any and all Company Confidential Information is the sole and exclusive property of Company. LVCVA agrees, that notwithstanding the foregoing or anything herein to the contrary, Company may use LVCVA Confidential Information and LVCVA Property in connection with performing the Services, but for no other purpose.

5.3 Confidential. From and after the Effective Date, each Party that receives (the “Receiving Party”) Confidential Information of the other Party (the “Disclosing Party”) shall keep confidential such Confidential Information and shall not disclose, sell, license, transfer or convey to any person or entity the Disclosing Party’s Confidential Information, or attempt or purport to do so, except: (a) at the written direction of, or with the written consent of, the Disclosing Party; (b) to those attorneys, accountants, financial and business advisers, directors, officers, employees and representatives of the Receiving Party so long as such persons agree not to disclose the Disclosing Party’s Confidential Information except as provided herein; (c) to the extent required to comply with applicable law or a valid order of a court of competent jurisdiction, in which event the Receiving Party shall so notify the Disclosing Party as promptly as practicable (and, if possible, prior to making any disclosure) and shall in all cases seek confidential treatment of such information; or (d) in order to enforce its rights under this Agreement. The Receiving Party shall not copy or reproduce in any form, in whole or in part, the Disclosing Party’s Confidential Information, except as expressly approved in advance by the Disclosing Party or, in the case of Company, as necessary to perform the Services. The Receiving Party confirms and agrees that any and all copies or reproductions of the Disclosing Party’s Confidential Information, in any form, shall be classified as the Disclosing Party’s Confidential Information hereunder. Upon

discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information by the Receiving Party, the Receiving Party shall promptly notify the Disclosing Party of the same.

5.4 Return of Information and LVCVA Property. Upon demand by the Disclosing Party or, if no demand is made, after the end of the Term, the Receiving Party shall return to the Disclosing Party all the Disclosing Party's Confidential Information obtained by the Receiving Party during the Term, and the Receiving Party shall not retain any copies of same, whether in written, electronic or other form, unless approved by Disclosing Party, which approval shall not be unreasonably withheld or conditioned. Additionally, after the end of the Term, Company shall deliver to LVCVA all LVCVA Property, whether in tangible or intangible form. In order to effectuate and accomplish the purposes of this Section 5.4, each Party covenants and agrees that upon the expiration of the Term, such Party shall execute and deliver to the other Party a termination certificate substantially in the form of Exhibit C attached hereto and incorporated herein by reference.

6. Other Convention and Visitors Bureaus. It is expressly agreed that at all times during the Term, Company shall not, directly or indirectly, represent to any convention and visitors bureau other than LVCVA without the prior express written consent of LVCVA. If any provision of the covenants under this Section 6 is held by a court of competent jurisdiction to be unenforceable due to an excessive time period, geographic area, or restricted activity, such provision shall be reformed to comply with such time period, geographic area, or restricted activity that would be held enforceable.

7. Use of LVCVA Name and Trademarks. Company shall not use LVCVA's name, likeness, trade names, trademarks, service marks or logos (collectively, the "Marks") in any manner or in any way that is prepared, authorized or released by Company, without LVCVA's prior written approval as to both the document or advertisement containing such Mark and the manner of its use. Any disapproval of a proposed use of a Mark shall specify the basis for such disapproval. In the event that LVCVA does not approve or disapprove of a proposed use of a Mark within twenty (20) days following the Company's submission of its proposed use of a Mark, such proposed use shall be deemed to be approved. Upon LVCVA's approval, Company may use LVCVA's intellectual property and specifically the Marks, but only in connection with performing the Services. Once LVCVA approves a particular use of a Mark by Company in connection with an event ("Approved Event Mark"), Company may use the Approved Event Mark for all purposes in connection with such event without obtaining further approvals from LVCVA. If LVCVA should authorize any such use, such use by Company shall terminate at the end of the Term, except that notwithstanding the foregoing or anything herein to the contrary, Company shall be permitted to use as a sample of its work LVCVA's intellectual property and work incorporating LVCVA's intellectual property which was produced in connection with the Services, including in Company's publicity materials and on Company's website.

8. Compliance with Laws. At all times during the Term, Company shall comply fully with all laws, statutes, regulations and ordinances applicable to Company's performance of the Services.

9. Representations and Warranties.

9.1 By Company. Company represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:

- (a) Company is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as currently conducted.
- (b) Company has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by Company.
- (c) Company's execution and delivery of this Agreement does not, and the performance by Company of its duties, responsibilities and obligations under this Agreement, to the best of Company's knowledge, will not:
  - (1) result in any violation or breach of, or constitute a default under, any contract to which Company is a party or by which Company's assets or properties are bound; or
  - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which Company is a party or by which Company's assets or properties are bound.
- (d) To the best of Company's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of Company's knowledge, threatened against Company which, if determined adversely to Company, could prevent Company from performing its duties, responsibilities and obligations hereunder.
- (e) This Agreement constitutes the valid and legally binding obligation of Company, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principals of equity.

Company shall notify LVCVA promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

9.2 By LVCVA. LVCVA represents and warrants as follows, which representations and warranties shall continue in effect at all times during the Term:

- (a) LVCVA is duly formed and organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and has all requisite power and authority to carry on its business as currently conducted.
- (b) LVCVA has all requisite power and authority to execute and deliver this Agreement and to perform its duties, responsibilities and obligations under this Agreement. This Agreement has been duly executed and delivered by LVCVA.
- (c) LVCVA's execution and delivery of this Agreement does not, and the performance by LVCVA of its duties, responsibilities and obligations under this Agreement, to the best of LVCVA's knowledge, will not:
  - (1) result in any violation or breach of, or constitute a default under, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound; or
  - (2) require any consents or approvals of any person as a result of, or under the terms of, any contract to which LVCVA is a party or by which LVCVA's assets or properties are bound.
- (d) To the best of LVCVA's knowledge, there are no actions, suits, claims, proceedings or investigations pending or, to the best of LVCVA's knowledge, threatened against LVCVA which, if determined adversely to LVCVA, could prevent LVCVA from performing its duties, responsibilities and obligations hereunder.
- (e) This Agreement constitutes the valid and legally binding obligation of LVCVA, enforceable in accordance with its terms, subject, as to enforcement to (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect affecting creditors' rights generally and (ii) general principals of equity.

LVCVA shall notify Company promptly in the event any of the above-referenced representations or warranties should become inaccurate in any material respect.

## 10. Indemnification.

10.1 By Company. Unless caused by or resulting from the gross negligence or willful misconduct on the part of LVCVA, Company shall defend (with legal counsel approved by LVCVA), indemnify, protect, save and hold harmless LVCVA, its officers, directors, agents and employees, from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments, or liabilities arising from or relating to Company's performance of any of its obligations under this Agreement. The obligations

of Company under this Section 10.1 shall in no way be limited by the policy limits or amount of insurance which Company is required to maintain under Section 11.

10.2 By LVCVA. To the extent possible under the Nevada Revised Statutes, LVCVA shall defend (with legal counsel approved by Company), indemnify, protect, save and hold harmless Company and its officers, directors, agents and employees from and against any and all claims, demands, causes of action, losses, damages, settlements, fines, penalties, interest, costs, expenses, judgments or liabilities arising from an Event of Default by LVCVA. The obligations of LVCVA under this Section 10.2 shall in no way be limited by the policy limits or amount of insurance which LVCVA maintains.

11. Insurance.

11.1 Certificates. Within ten (10) calendar days after the Effective Date, Company shall submit to LVCVA certificates of insurance evidencing the coverage required by this Agreement and listing LVCVA as a certificate holder. 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. All insurance carriers providing any insurance required hereunder must maintain an A- VII or stronger rating.

11.2 General Liability. Company shall obtain and maintain for the Term 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. 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 endorsed to recognize specifically Company's contractual liability to LVCVA. The cost of such insurance shall be included in the Budget set forth in Exhibit B as G&A Expenses for the Term. **The Las Vegas Convention and Visitors Authority must be expressly named as additional insured with respect to such policy.**

EACH OCCURRENCE	\$1,000,000
DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 50,000
PERSONAL & ADV. INJURY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS-COM/OP AGG	\$2,000,000

11.3 Worker's Compensation. Company shall obtain and maintain for the Term of this Agreement, worker's compensation insurance with specific minimum limits of:

E.L. - EA ACCIDENT	\$500,000
E.L. DISEASE - EA EMPLOYEE	\$500,000
E.L. DISEASE - POLICY LIMIT	\$500,000

11.4 For the first three (3) years of sponsorship by the Company of any event (with a sponsorship funding in excess of \$75,000 in any calendar year), or until the event, as deemed by Company's Board, has ensured a successful achievement of marketing and financial objectives

outlined by Company's sponsorship agreement, Company's sponsorship agreement will require the promoter of such event: (a) to obtain "event cancellation insurance" in an amount sufficient to refund the sponsorship fees paid by Company and insurance for the following perils to the extent commercially practicable: rain or other weather related cancellation, illness and/or military deployment, and (b) to provide to Company a certificate of insurance evidencing such insurance no later than ten (10) days before the first day of such event

11.5 Miscellaneous. Company's insurance shall be primary in respect to LVCVA and its directors, officers and employees. Any other coverage available to LVCVA and its directors, officers and employees shall be "in excess" of the insurance required of Company. Company or its insurance carrier shall provide LVCVA thirty (30) days advance notice of any cancellation of any insurance policies required pursuant to the terms of this Agreement. All deductibles and self-insured retentions may not exceed \$10,000 without the express written permission of LVCVA. Deductibles exceeding \$10,000 shall be fully disclosed on the certificates of insurance. Company must notify LVCVA of any erosion of the aggregate limits.

11.6 Failure. If Company fails to maintain any of the insurance coverages required herein, LVCVA will have the option to purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. Company is responsible for any payments made by LVCVA to obtain or maintain such insurance, and LVCVA may collect the same from Company or deduct the amount paid by LVCVA from any sums due Company under this Agreement. Company acknowledges that the insurance requirements specified herein do not relieve Company of its responsibility or limit the amount of its liability to LVCVA in any manner whatsoever.

## 12. Event of Default; Remedies; Limitations.

12.1 Default. A Party shall be deemed to be in default of this Agreement (an "Event of Default") if such Party fails to perform or comply with any material term, provision, covenant or agreement contained in this Agreement which is to be kept or performed on the part of such Party, and such failure continues for a period of forty-five (45) days following receipt of written notice thereof from the other Party; provided that if the failure described in such notice is of such a nature that the same cannot with reasonable diligence be cured within such 45-day period, then such failure shall be deemed to be cured if such Party shall, within such 45-day period, commence to cure the same and shall thereafter complete such cure with all due diligence, and in any event, within ninety (90) days from the date of receiving such notice.

12.2 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party may exercise any of its rights or remedies available at law or in equity; provided, notwithstanding anything herein to the contrary, no Party shall have the right to terminate this Agreement. Such rights and remedies shall be cumulative and no one of them shall be construed as exclusive of any other.

12.3 Limitations. Notwithstanding anything herein to the contrary, in no event shall either Party be liable to the other for any special, indirect, incidental, punitive or consequential damages, whether a claim therefor be based in contract, tort, negligence, strict liability or otherwise. Without

limiting the foregoing, under no circumstances shall any Party be responsible for lost revenues or lost opportunity costs foregone by any other Party as a result of this Agreement.

12.4 Effect of Event of Default. Each of the Parties shall perform its respective obligations and responsibilities under this Agreement throughout the Term regardless of any Event of Default. Further, the expiration of this Agreement shall not terminate any of the provisions of this Agreement which by their sense and context are intended to survive the expiration of this Agreement or relieve the Parties from their respective responsibilities and duties incurred prior thereto, including, without limitation, the responsibility and obligation of LVCVA to pay Company the Compensation under Section 4, the responsibility and obligation of the Parties under Section 5 with respect to the Confidential Information, Company's right to use the Marks after the Term in accordance with Section 7 and the indemnity obligations of the Parties under Section 10.

13. Dispute Resolution. The Parties agree that any action for equitable relief shall be pursuant to a court of law in compliance with Section 14 below. If any other dispute arises out of or relates to this Agreement, or any Event of Default, the Parties agree to proceed as follows:

13.1 Mediation. The Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association, before resorting to arbitration or some other dispute resolution procedure.

13.2 Arbitration. Any controversy or claim arising out of or related to this Agreement or any Event of Default not settled pursuant to Section 13.1 immediately above, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association.

13.3 Continued Performance. The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of their respective obligations under this Agreement.

13.4 Arbitration Demand. Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A Party who files a notice of demand for arbitration must assert in the demand all claims then known to that Party on which arbitration is permitted to be demanded. When a Party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

13.5 Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 14.2 below. All dispute resolution proceedings pursuant to this Section 13 shall take place in Clark County, Nevada.

14. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.

14.1 GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION CONTROLS THIS AGREEMENT.

14.2 JURISDICTION. EXCEPT AS SET FORTH IN SECTION 13, EACH PARTY TO THIS AGREEMENT IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN CLARK COUNTY, NEVADA IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND (B) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING.

14.3 WAIVER OF JURY TRIAL. EXCEPT AS TO THOSE MATTERS REQUIRED TO BE SUBMITTED TO ARBITRATION PURSUANT TO SECTION 13, THE PARTIES SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

15. Access to Company's Records. During the Term and for a period of two (2) years after the end of the Term, Company agrees to retain and preserve all of Company's books, records and documents concerning the Services and this Agreement, including, but not limited to, accounting and financial records. During the Term and for a period of two (2) years after the end of the Term, LVCVA, on not less than ten (10) days' prior written notice to Company, shall have the right, at LVCVA's expense, to inspect, examine, audit and copy, at the offices of Company and during normal business hours, all of Company's books, records, documents and accounting procedures concerning the Services and this Agreement.

16. Assignment Restricted. Company shall not assign, encumber, pledge, transfer or delegate (collectively referred to in this paragraph as "Assignment and/or Transfer") any of its rights, interests, obligations or duties whatsoever under this Agreement, without the prior express written consent of LVCVA. Any such attempted Assignment and/or Transfer without the prior express written consent of LVCVA shall be null and void and of no force or effect. The Assignment and/or Transfer of ownership interests in Company are prohibited. Any such attempted transfer of ownership shall constitute an Event of Default on the part of Company.

17. Miscellaneous.

17.1 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the Parties and the successors and assigns of LVCVA and the permitted successors and assigns of Company.

17.2 Force Majeure. If the performance of the duties and obligations of one Party hereunder is prevented, delayed, or otherwise made impractical by reason of the acts or omissions of the other Party, any flood, riot, fire, strike, explosion, war, governmental action or regulation, or any other similar cause beyond the control of either Party, each Party shall be excused from such performance until the abatement of any such cause.

17.3 Amendments, Waivers, etc. No amendment, modification, or change of this Agreement shall be effective unless the same shall be in writing and signed by all of the Parties. The failure of either Party to insist upon performance of any of the provisions of this Agreement in any one or more instances shall not be a waiver thereafter of such Party's right to full performance of all of the provisions of this Agreement by the other Party when any performance is due. No waiver by a Party of a breach of any of the covenants or provisions to be kept or performed by the other Party hereto shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions. All rights and remedies of the Parties created by this Agreement are cumulative, and use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.4 Notices. All notices and other communications provided for under this Agreement must, unless otherwise stated herein, be in writing and shall be personally delivered, or sent via recognized express mail or courier service, all delivery charges prepaid, or transmitted by facsimile, to the following:

**If to LVCVA:**

Las Vegas Convention and Visitors Authority  
c/o Purchasing Department  
3150 Paradise Road  
Las Vegas, NV 89109-9096  
Telephone: (702) 892-2950  
Facsimile: (702) 892-2956  
E-mail Address: [contractsadmin@lvcva.com](mailto:contractsadmin@lvcva.com)

**If to COMPANY:**

Las Vegas Events, Inc.  
c/o Pat Christenson  
770 E. Warm Springs Road, Suite 140  
Las Vegas, Nevada 89119  
Telephone: (702) 260-8605  
Facsimile: (702) 260-8622  
E-mail Address: [pat@lasvegasevents.com](mailto:pat@lasvegasevents.com)

All such notices and communications shall be effective: (a) if personally delivered or sent by recognized express mail or courier service, when received, and (b) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means. Notice of change of any of the foregoing information shall be given by written notice in the manner detailed in this Section 17.4.

17.5 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

17.6 Interpretation and Rules of Construction. In interpreting the meaning of this Agreement, the following additional rules of construction shall apply, unless specifically indicated to the contrary: (a) wherever the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine, and the neuter; (b) the term "or" is not exclusive; (c) the term "including" (or any form thereof) shall not be limiting or

exclusive; (d) all references to statutes and related regulations shall include any amendments of the same and successor statutes and regulations; (e) the words “this Agreement”, “herein”, “hereof”, “hereunder” or other words of similar import refer to this Agreement as a whole including the schedules, exhibits, and annexes hereto, as the same may be amended, modified or supplemented; (f) all references in this Agreement to articles, sections, schedules, exhibits, and annexes shall refer to the corresponding articles, sections, schedules, exhibits and annexes of or to this Agreement; (g) all schedules, exhibits and annexes attached hereto are incorporated herein by this reference as if fully set forth herein; (h) the term “person” includes any individual, corporation, institution, limited liability company, partnership, joint venture, association, joint stock company, firm, entity, trust, unincorporated organization or proprietorship; (i) each Party hereto is of equal bargaining strength; (j) each Party hereto has actively participated in the drafting, preparation and negotiation of this Agreement; (k) each Party hereto has consulted with such Party’s own, independent counsel, and such other professional advisors as such Party has deemed appropriate, relating to any and all matters contemplated under this Agreement; (l) each Party hereto and such Party’s counsel and advisors have reviewed this Agreement; (m) each such Party has agreed to enter into this Agreement following such review and the rendering of such advice; and (n) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

17.7 Captions and Headings. The captions, titles or headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall in no way restrict or modify any of the terms or provisions of this Agreement.

17.8 Attorneys’ Fees and Costs. In any arbitration, action, suit or proceeding, at law or in equity, to enforce or construe any provisions or rights under this Agreement, the unsuccessful Party, as determined by the court or arbitrator, will pay the successful Party all costs, expenses, and reasonable attorneys’ fees incurred in connection with any of the foregoing.

17.9 Severability. In the event any covenant, condition or other provision contained in this Agreement is held to be invalid, void, or illegal, by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair, or invalidate any other condition, covenant, or provision contained in this Agreement. If such condition, covenant, or provision shall be deemed invalid, void or illegal due to its scope or breadth, such condition, covenant or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject contained herein and is intended by the Parties to be a final expression of their agreement and a complete and exclusive statement of the terms and conditions with respect to the subject contained herein. This Agreement supersedes any and all agreements, either oral or written, between the Parties concerning the subject contained herein and comprises all the covenants, agreements, understandings, representations and warranties between the Parties with respect to said subject.

17.11 Survival of Provisions. In furtherance of and not in limitation of Section 12.4 of this Agreement, regardless of and notwithstanding the expiration of this Agreement, the provisions set forth in Sections 4.1, 5, 7, 10, 12, 13, 14 and 17.8, shall be continuing and shall survive any such expiration.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“LVCVA”

LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a political subdivision of the State of Nevada

By: \_\_\_\_\_  
Steve Hill, CEO/President

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

“Company”

LAS VEGAS EVENTS, INC.,  
a Nevada non-profit corporation

By: \_\_\_\_\_  
William McBeath, Chair

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

Approved as to form:

By: \_\_\_\_\_  
LVCVA Legal Counsel

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

## EXHIBIT A

### SERVICES

1. Act as the official but not exclusive event promotion agency for Clark County, Nevada (the “Destination”);
2. Screen, evaluate and recommend Destination events;
3. Market the Destination for city, county and other special events;
4. Connect and coordinate events with Destination stakeholders;
5. Assist event producers with Destination stakeholders, marketing, event operations and local government agencies;
6. Coordinate the brand and imaging of Las Vegas and other localities within the Destination with event promoters and LVCVA’s advertising agency;
7. Produce events as needed; e.g., NFR;
8. Market event opportunities to Destination stakeholders and sponsors;
9. Report quarterly to the Board the results of such events and the actions taken by Company to promote future events; and
10. Distribute sponsorship funds to event promoters.
11. Negotiated deliverables, including tickets, must be disclosed to the LVCVA prior to contract execution.

## EXHIBIT B

LVCVA shall pay to the Company the amounts set forth in the Budget for the Fiscal Year 2020 in the manner set forth in Section 4 of this Agreement and herein (the "Compensation"):

### **I) OPERATING BUDGET (collectively, "G&A Expenses") - \$1,846,900**

Company has provided to LVCVA an Operating Budget for Fiscal Year 2020 which has been approved by the LVCVA Board of Directors.

The Operating Budget is comprised of the following three (3) categories of G&A Expenses:

- i) Salaries and Benefit Expenses - \$1,320,100
- ii) General and Administrative Expenses - \$451,800
- iii) Advertising & Promotion Expenses - \$75,000

The Operating Budget shall be funded as follows:

- i) G&A Expenses shall be paid by LVCVA to the Company in equal quarterly payments on or before July 15, October 1, January 1, and April 1 of such fiscal year.
- ii) The Company shall provide a reconciliation of actual general and administrative costs against quarterly receipts of G&A Expenses and shall reimburse LVCVA for unspent monies in accordance with Section 4.3 of this Agreement.

### **II) SPONSORSHIP FEES ("Advanced Expenses") up to - \$5,897,952**

- i) Expenses related to event sponsorship will be paid to the Company in advance of the Company's payment of such expenses.
- ii) LVCVA will remit advance funding for event sponsorship fees no earlier than seven (7) business days prior to the Company's due date to the event organizer. Exceptions must be specifically approved by LVCVA staff.
- iii) The Company must submit a reasonably detailed account of deliverables and media components with the invoice requesting advance funding for sponsorships. LVCVA reserves the right to request additional reasonable supporting information prior to release of advance funding.
- iv) Residual funding from completed events or events that are budgeted but not actually sponsored by LVE must be transferred to the Company's reserve account held by LVCVA (the "Reserve Funds"). Reserve Funds may be used to fund new events only upon approval by the LVCVA Board of Directors. The Budget shall be augmented to include new events approved by the Company's Board of Directors and LVCVA's Board of Directors.
- v) National Finals Rodeo sponsorship amounts, Company will apply all profits and additional funding earned from LVE produced events to reduce the amount paid for the sponsorship fees set forth herein.

### **III) OTHER REIMBURSED EXPENSES – (as budgeted in I and II above)**

- i) All other expenses related to the Services which are to be paid for by the Company and reimbursed by LVCVA will be treated as "Reimbursement Funds".

- ii) Reimbursement Funds shall be paid by LVCVA to the Company within thirty (30) days of LVCVA's receipt of a request for reimbursement from the Company (a "Funds Request").
- iii) Funds Requests shall be accompanied by reasonable supporting documentation in compliance with prevailing LVCVA expense policies, copies of which are provided to the Company in advance, and funding must be available in the Budget line item.

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EXHIBIT C  
TERMINATION CERTIFICATE

This is to certify that, except as otherwise permitted by the provisions of the Event Promotion Agreement, dated as of July 1, 2019, between Company and LVCVA (the "Agreement") or as otherwise consented to by LVCVA, the undersigned does not have in its possession, under its control or custody, nor has failed to return, any originals or copies of Confidential Information or LVCVA Property, if applicable, belonging to the LVCVA pursuant to the terms of the Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

Company:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_