

**COMMISSION FOR THE LAS VEGAS CENTENNIAL
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO**

THIS AGREEMENT is made and entered into this 1st day of September, 2010, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Elks have requested Centennial Grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0 The Elks shall produce and create the following:

- A. Name: LAS VEGAS HELLDORADO DAYS 2011
- B. Project Person: Duane LaDuke
- C. Project or Events: Helldorado Rodeo ("Event")
- D. Event Dates: May 12 through 15, 2011

E. Scope of Services: In consideration of the Grant funds to be received from the Centennial Committee, the Elks will provide the following services:

(1.) Coordinate various related aspects of the rodeo, carnival and exhibitors, including but not limited to, the contracting and procurement of dirt, lights, grandstands, related equipment, security, temporary offices for staff, staffing, signage, refuse collection, first aid assistance and equipment, PRCA Judges, stock contractor and site preparation;

(2.) Work with the Executive Director of the Centennial Committee and the Rodeo Committee in planning, managing and implementing Las Vegas Helldorado Days 2011;

(3.) Obtain sponsorships and advertising for Las Vegas Helldorado Days 2011.

(4.) Submit an application to the PRCA for a sanctioned professional rodeo event to be held on May 12 through 15, 2011.

2.0 Grant Amount. The Centennial Committee shall provide the Elks a grant in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) ("Grant" or "Centennial Grant") for the services provided in Section 1.0 by the Elks. The Elks agree to submit to the Office of the Centennial Committee for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds Three Hundred Thousand and 00/100 (\$300,000.00), such excess costs shall be the responsibility of the Elks.

3.0 Acknowledge the Centennial Committee. Elks hereby agrees to acknowledge the Commission for the Las Vegas Centennial as a supporter of this Event in all promotional materials, including, but not limited to, print media, radio, television and electronic media regarding the Las Vegas Helldorado Days 2011.

4.0 Payments to Elks. The Centennial Committee agrees to disburse the Centennial Grant to the Elks in three (3) payments as follows: (a.) \$100,000 on October 10, 2010; (b.) \$100,000 on January 10, 2011; and (c.) \$100,000 on March 10, 2011. In order to receive each payment of the grant monies provided by this Agreement, the Elks shall submit no later than the first (1st) of October, 2010, January 2011 and March 2011, a request for payment along with all necessary documentation to evidence the services incurred or to be incurred as stated in the Scope of Services to the Office of the Centennial Committee, Attention Executive Director. The Centennial Committee shall review and request further documentation as deemed necessary by the Executive Director to determine satisfactory approval of the Elks' request for payment. All checks to Elks shall be made payable to Las Vegas Elks Helldorado Days.

5.0 Laws and Statutes. The Elks will comply with all federal, state and local laws and regulations relative to conducting or performing work on this documentary in the City of Las Vegas and the County of Clark, Nevada.

6.0 Insurance. The Elks shall maintain comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage throughout the Event.

7.0 Governing Law/Venue of Action. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

8.0 Indemnification. Notwithstanding any of the insurance requirements set forth herein. The Elks shall protect, indemnify and hold the Commission for the Las Vegas Centennial, its Committees, working groups, its officers, employees, volunteers, agents, and the City of Las Vegas harmless from and against any and all third-party claims arising under this Agreement.

9.0 Termination for Cause. The Centennial Committee shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Elks to perform this Agreement in accordance with its terms, the failure to obtain sufficient sponsorship funds, as determined by the Centennial Committee, to produce the rodeo event or the failure to obtain approval of the PRCA Application for the rodeo. Such termination shall be effected by providing thirty (30) days prior written notice from the Centennial Committee to the Elks, Attention: Duane LaDuke, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Centennial Committee shall not be responsible to the Elks for any further payments from the Centennial Grant provided by this Agreement and the Elks agrees to not request any payment of the Centennial Grant funds provided herein.

10.0 Independent Contractor. The Elks are deemed to be an Independent Contractor under this Agreement and shall be not deemed a partner, joint venture or employee of the Centennial Committee.

11.0 Warranty. The Elks warrant that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

12.0 Force Majeure. The Elks are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

13.0 Assignment/Modification. This Agreement is not assignable without the prior written consent of the Centennial Committee. This Agreement sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

14.0 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

15.0 Report to Centennial Committee and Reconciliation. The Elks agree to provide to the Centennial Committee, no later than two (2) months from the date of the rodeo Event, a financial statement which accounts for the revenue and expenses incurred for the rodeo Event. The Centennial Committee shall review this report to determine if the Centennial Grant funds were expended for the purpose of the rodeo Event as set forth in this Agreement. If it is determined

