

CO-SPONSORSHIP AGREEMENT FOR PIRATE FEST LAS VEGAS

This Co-Sponsorship Agreement for Pirate Fest Las Vegas (this "Agreement") is made and entered into this ____ day of _____, 2014, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, and R & J Productions (the "Co-Sponsor"); a Nevada for-profit production company. This Agreement is for the production of that event commonly known as the "Pirate Fest Las Vegas" at Lorenzi Park (the "Event").

WITNESSETH:

WHEREAS, the City is the owner of the park and related facilities commonly known as "Lorenzi Park," which is located at 3333 West Washington, Las Vegas, Nevada; and

WHEREAS, for purposes of public enjoyment and benefit, the parties hereto desire to co-sponsor the Event, which will consist of pirate themed entertainment, activities, games, music, and vendors; and

WHEREAS, the City and the Co-Sponsor desire to enter into this Agreement setting forth each party's respective responsibilities whereby the foregoing may be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

I

CO-SPONSOR RESPONSIBILITIES

As its contribution toward the production of the Event, the Co-Sponsor shall be responsible for performance of the following:

1. Provide the necessary staffing for the Event, including, without limitation, the staffing required pursuant to Section IX below;
2. Assume responsibility for marketing and promoting the Event as set forth in Section VI below;
3. Ensure that the food and merchandise vendors are properly permitted for sales to the public at the Event.
4. Assume responsibility for entering into the contracts necessary for the production of the Event.
5. Meet with the Department of Detention and Enforcement of the City to discuss the security arrangements for the Event including, without limitation, the use of City Marshals in connection therewith;

6. Assume responsibility for all damage caused by the public to, and for the clean-up of, the Park during and after completion of the Event, including the removal of all trash, trash dumpsters, recycle bins and portable restrooms provided for the Event;

7. Paying the City's cost of providing staff and Deputy City Marshals to monitor and provide security for the Event.

8. Paying the monetary deposits set forth in Section V below

II

CITY RESPONSIBILITIES

As its contribution toward the production of the Event, the City agrees to assume responsibility for performing the following:

1. Authorize the use of Lorenzi Park for performance of the Event on the dates and times set forth in Section III below;

2. Provide event staff to assist in monitoring event operations.

3. Assist in the marketing of the Event by promoting it on City's website.

III

PERFORMANCE DATES AND TIMES

The Event will be held at Lorenzi Park on April 25 through 27, 2014 (the "Performance Dates"), starting at 7:00 a.m. and lasting approximately 13 hours thereafter on each date. The Event set-up will occur on April 23 and 24, 2014, starting at 7:00 a.m. and lasting for approximately 10 hours. Strike will occur on April 28, starting at 7:00 a.m. and lasting for approximately 10 hours. The City must be notified of any change to the Performance Dates no later than one (1) week before the Event.

IV

TERM OF AGREEMENT

This Agreement shall commence on the date of execution by the City (which date shall be set forth in the first paragraph above) and continue in effect until completion of the obligations of each party as set forth in this Agreement, unless terminated as provided in Section XVI and XVII below.

V

DEPOSITS

Within 5 days after the execution of this Agreement, Co-Sponsor agrees to pay the following deposits:

\$660 Sound

\$1,200 Cleaning and Damage Deposit

Cleaning/Damage Deposit in the amount of \$1200 is payable to the City to ensure performance of the Co-Sponsor's obligation to clean, and to repair any damage to, the Park after completion of the Event. The Cleaning/Damage Deposit is refundable if the Park is cleaned and, in the case of damage, repaired to the City's satisfaction. The Cleaning/Damage Deposit is not intended to limit the Co-Sponsor's obligation for the performance of this obligation.

VI **PROMOTION**

The Event will be promoted by Co-Sponsor. Any signage and promotional materials, including programs, will be provided by the Co-Sponsor and will identify the City as a cosponsor. Co-Sponsor will submit proofs of all marketing material for department approval in advance of printing. **If the City is not recognized as a Co-Sponsor of the Event on all of the printed promotional materials, the Agreement will revert to a rental and the Co-Sponsor will be charged the customary rental fees of the City associated with the use of the Park and customary cost of the City providing staff and security for the Event. The rental fees will become due immediately upon receipt of an invoice from the City.** _____ (Please initial)

Each outside sponsor to the Event must be under a direct contract with Co-Sponsor. The outside sponsor's contract with Co-Sponsor will be submitted to the City for approval in advance of signing a final contract with the outside sponsor.

VII **PUBLIC ADMISSION**

The admission fee for the Event will be \$12.00 general admission and \$8 for children, seniors, and military. The City will receive \$1 for each paid entry to the Event.

VIII **MUSIC LICENSING**

If music is to be performed at the Event, the Co-Sponsor agrees to obtain the musical licenses and other permissions necessary for the use of the musical compositions to be used in connection with the Event, including licensure as may be within the legal control of ASCAP, SESAC and BMI, or other appropriate documentation, copies of which must be provided to the City 14 days prior to Performance Date. The failure of the Co-Sponsor to provide the City with such license shall require the City to immediately terminate this Agreement, and to publicly cancel the Event.

In addition to the musical licenses required herein, the Co-Sponsor will also be required to obtain all other necessary licenses and permits including, but not limited to: Special Event/Right of Way Permit, Film Permit, Temporary Health Permit, Charitable Solicitations Permit, Temporary Special Events Promoter's License, Temporary Merchant License, and Special Event Liquor

License. Copies of said licenses and permits shall be provided to the City one week prior to Event.

IX **STAFFING**

The Co-Sponsor will be responsible for producing the Event including, but not limited to, providing the following: Co-Sponsor employees (performers, musicians, staff, crew, etc.), and security (see below). If required, Co-Sponsor will attend a meeting with the City Marshals regarding security for the Event at least one month prior to the Performance Dates.

The City will provide event staff to assist in monitoring the Event. The City will provide garbage bags for trash receptacles currently existing at the Park. Co-Sponsor will provide personnel for trash pickup during and after the Event. The City will provide assistance with sprinkler turn-off prior to and during the Event.

The Co-Sponsor will be responsible for all security and parking arrangements. Co-Sponsor will arrange and pay for Metropolitan Police Department personnel, if required, in accordance with City Marshal requirements.

The Co-Sponsor is responsible for the payment of City staff overtime, if required. Payment for overtime will be made at the rate of Thirty Three Dollars (\$33) per hour, per person.

X **CONCESSIONS**

The Event will feature food and merchandise vendors as well as information tables. Co-Sponsor and the food and beverage vendors are required to possess the required permits from the Southern Nevada Health District for sales to the public at the Event.

The sale of alcohol will be allowed at the Event providing the Co-Sponsor has obtained the proper permits through City of Las Vegas Business Licensing for temporary alcohol sales. Outside concessions will not be allowed into the Event. Coolers and glass containers of any type will not be allowed at the Event.

XI **CONTROL OF PRODUCTION**

The Co-Sponsor shall have the sole and exclusive control over the presentation and performance of the Event including, but not limited to, the details, means and methods of the performance of the Event and the persons to be employed by Co-Sponsor.

The decibel level of the Event must not be higher than 110 decibels for more than ten (10) minutes, as determined by periodic decibel level reading to be taken by staff of the City. All sound levels must adhere to City ordinances and OSHA regulations.

XII

FORCE MAJEURE

If performance of the Event is prevented as a result of (i) an act of God (including, but not limited to fire, flood, or other calamity), (ii) an order of the police, City Marshals or other governmental authority acting for the safety or protection of the public, (iii) a strike, lockout, picketing, job action, civil riot, or unruly demonstrations, (iv) material or labor restrictions imposed by any governmental authority, (v) bombing or bomb threats, or (vi) any other cause, actual or threatened, and (vii) such prevented use is beyond the control of the parties hereto, then this Agreement may be terminated by the City. In the event of such termination, the City shall be released from any and all liability for personal injury (including loss of life), loss or damage to property (economic or otherwise) or any other form of liability of any nature whatsoever, which results from, or is a consequence of, the inability to hold the Event as planned on the Performance Date. The Co-Sponsor hereby agrees that any and all claims, actions or other forms of liability which may be sought against the City by vendors or other subcontractors of the Co-Sponsor shall be subject to Co-Sponsor's obligation of indemnifications set forth in Section XIII of this Agreement.

XIII

INDEMNIFICATION

In addition to the insurance requirements set forth in Section XV, and not in lieu thereof, the Co-Sponsor agrees to defend, indemnify and hold the City, its elected officials, directors, officers, agents, employees, and volunteers (the "Indemnitees") harmless from any and all claims (including, without limitation reasonable attorney fees and court costs) (the "Claims"), which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the acts or omissions, negligent or otherwise, of the Co-Sponsor, its officers, employees, agents and all others acting for or on behalf of the Co-Sponsor, arising out of, or resulting from, the performance of this Agreement. In no event shall the Co-Sponsor be required to defend, indemnify, or hold harmless the Indemnitees for any act or omission which is the direct result of the intentional or gross negligence on the part of any of the Indemnitees.

As part of the obligation herein, the Co-Sponsor shall, at its own expense (to the extent the defense of such claims are not covered by insurance), defend the Indemnitees against the Claims, and if the Co-Sponsor fails to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend themselves and to charge all direct and incidental costs of such defense to the Co-Sponsor, which the Co-Sponsor agrees to be responsible for payment.

XIV

INDEPENDENT CONTRACTOR

For purposes of this Agreement, and at all times herein, the Co-Sponsor, and any person or entity entering into a subcontract with the Co-Sponsor, are acting as independent contractors, and that the Co-Sponsor and the Co-Sponsor's employees, subcontractors and agents are not employees of or have any contractual relationship with the City. The Co-Sponsor shall be responsible for

the payment of all necessary taxes, workers' compensation insurance and unemployment insurance.

XV **INSURANCE**

The Co-Sponsor shall provide and maintain during the existence of this Agreement for the protection of the Co-Sponsor and the City the following insurance policy, to wit: General Liability Insurance Policy in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, listing the City, its elected officials, officers, employees, agents, and volunteers as additional insured parties thereunder. The Co-Sponsor will provide to the City a copy of the Certificate of Insurance naming the City as an additional insured party thereunder at least two weeks prior to the Event.

The insurance coverage required herein must be written by a company or companies licensed to do business in the State of Nevada. In the event that the insurance coverage required hereunder is canceled, reduced, or restricted, the City shall have the right to terminate this Agreement. The certificate of insurance for general liability coverage shall provide that the coverage's required herein shall not be cancelled or reduced without providing thirty (30) days written notice to the City.

XVI **TERMINATION FOR CAUSE**

If either party fails to perform its obligations set forth in this Agreement, the other party shall have the right to terminate this Agreement for breach provided the failure has not been remedied by the breaching party with ten (10) calendar days after written notice thereof has been provided to the breaching party pursuant to Section XVIII below.

XVII **TERMINATION CONVENIENCE**

In addition to the right of termination for breach provided in Section XVI above, the City shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Co-Sponsor specifying the extent and effective date of the termination. On the effective date of the termination, the Co-Sponsor shall terminate all work and take all reasonable actions to mitigate expenses. The Co-Sponsor shall submit a written request for costs incurred through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Co-Sponsor within 30 days after receipt of a correct, adequately documented written request. The City's sole liability for such termination under this Section is for payment of the costs incurred by the Co-Sponsor in connection with the Event.

XVIII **NOTICE**

Any notification required under this Agreement is deemed to have occurred on the date that party either (i) faxes a copy of the notice to the parties who is to receive the notice to the fax number provided below, or (ii) deposits the notice with the United States Postal Services, postage prepaid, certified mail (return receipt requested) and addressed to the party and location as set forth below:

City: Lonny Zimmerman
Parks Recreation & Neighborhood Services
495 South Main Street – 5th Floor
Las Vegas, Nevada 89101
Telephone: (702) 229-6721
Fax Number (702) 383-6306
Email: lzimmerman@lasvegasnevada.gov

Co-Sponsor: Rich Strelak
R & J Productions
1817 Hermitage Drive
Las Vegas, Nevada 89108
Telephone (702) 808-1034
Email: rjprod@cox.net

XIX **DISPUTES**

All disputes may be settled by arbitration in Nevada if agreed to by both parties. If arbitration is not agreed upon by both parties, litigation may be used. Notice of any dispute must be given in writing within thirty (30) days of the claim, dispute or matter arising.

XX **ENTIRE UNDERSTANDING**

This Agreement and any attachments signed by both parties sets forth the entire understanding of the parties and may be amended or modified only in writing, signed by all parties. The Co-Sponsor shall adhere to and enforce the policies and procedures established by the City and the Co-Sponsor is responsible for becoming aware of such policies and procedures as they apply to the performance of this Agreement by the Co-Sponsor.

XXI **GOVERNING LAW**

This Agreement shall be construed in all respects under the laws of the State of Nevada.

