

**COMMISSION FOR THE LAS VEGAS CENTENNIAL
GRANT AGREEMENT FOR
NEVADA 150 PARADE**

THIS AGREEMENT is made and entered into this 23rd day of APRIL, 2014, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 495 S. Main St., 7th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Nevada 150 Foundation, Inc., a Nevada non-profit corporation, c/o A.J. Hicks, McDonald Carano Wilson LLP, located at 100 W. Liberty Street, 10th Floor, Reno, Nevada 89501 (hereinafter the "Grantee").

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

WHEREAS, on October 31, 1864, the State of Nevada became the 36th state to enter the union of the United States; and

WHEREAS, the State of Nevada is commemorating its 150th Anniversary of Statehood ("Nevada Sesquicentennial" or "Nevada 150") throughout 2014 and desires to close out a one year celebration with a parade in Downtown Las Vegas; and

WHEREAS, Grantee was created to facilitate fundraising efforts and sponsorships for the events and activities celebrating the Nevada Sesquicentennial; and

WHEREAS, Grantee has requested Centennial Grant Funds to produce and implement the Nevada 150 parade in Downtown Las Vegas.

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

1.0 Grantee shall produce and create the following:

- A. Name: NEVADA 150 PARADE IN DOWNTOWN LAS VEGAS
- B. Project Person: A.J. "Bud" Hicks
- C. Project: Nevada 150 Parade ("Project")
- D. Event Dates: October 31, 2014

E. Scope of Project: In consideration of the Centennial Grant Funds to be received from the Centennial Committee, Grantee will use the Centennial Grant Funds for the items as listed on Exhibit A, attached hereto and incorporated herein.

2.0 Grant Amount. The Centennial Committee shall provide NV 150 a grant in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Grant" or "Centennial Grant") for the Project as described in Section 1.0 by NV 150. Grantee agrees 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 producing the Project. If the cost of producing the Project exceeds One Hundred Thousand and 00/100 (\$100,000.00), such excess costs shall be the responsibility of the Grantee. Any costs in excess of the amount Centennial Grant shall be the responsibility of the Grantee and not the Centennial Committee.

3.0 Acknowledgement of the Centennial Committee. Grantee hereby agrees to acknowledge the Commission for the Las Vegas Centennial as a supporter of this Project in all promotional materials, including, but not limited to, print media, radio, television and electronic media regarding the Nevada 150 Parade 2014.

4.0 Intentionally Omitted.

5.0 Laws and Statutes. NV 150 will comply with all federal, state and local laws and regulations relative to conducting or performing work on this Project in the City of Las Vegas and the County of Clark, Nevada.

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

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. Grantee 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 from or as a result of Grantee producing the Project as contemplated by this Agreement.

9.0 Termination for Cause. The Centennial Committee shall have the right at any time to terminate this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Grantee to perform its obligations in this Agreement in accordance with its terms. Such termination shall be effected by providing thirty (30) days prior written notice from the Centennial Committee to the Grantee, Attention: A.J. "Bud" Hicks, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Centennial Committee shall not be responsible to Grantee for any further payments from the Centennial Grant provided by this Agreement and the Grantee agrees to not request any further payment of the Centennial Grant funds provided herein.

10.0 Independent Contractor. Grantee is 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. Grantee warrants that work to produce and implement the Project shall be 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. Grantee is 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. Grantee agrees to provide to the Centennial Committee, no later than two (2) months from the date of the Project, a financial statement which accounts for the revenue and expenses incurred for the Project. The Centennial Committee shall review this report to determine if the Centennial Grant funds were expended for the purpose of the Project as set forth in this Agreement. If it is determined that Centennial Grant funds were used for other than the expenses of the Project as contemplated by this Agreement, Grantee agrees to reimburse the Centennial Committee for the amount of the ineligible expense no later than thirty (30) days of written notification from the Centennial Committee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: Carolyn G. Goodman
Carolyn G. Goodman, President

ATTEST:
Mary Jane Porterfield
Mary Jane Porterfield, Secretary

APPROVED AS TO FORM:

John S. Radice 4/21/14
Date

NEVADA 150 FOUNDATION, INC.

By: A. J. "Bud" Hicks
A. J. "Bud" Hicks, President

Exhibit "A"

III. Proposed Budget

Example budget form:

Infrastructure Support

1. Mobile Stage, bleachers and media stands	\$ 17,000
2. Volunteer efforts (t-shirts, radios, communication, H2O, golf carts and gators	\$ 8,000
3. Portable Restrooms	\$ 2,500
	\$
Total	\$ 27,500

Performance Expenses

1. Transportation & Lodging for inviting school marching bands	\$ 25,000
	\$
	\$
	\$
Total	\$ 25,000

Public Relations Expenses

1. Marketing, Advertising and collateral materials	\$ 26,000
	\$
	\$
	\$
Total	\$ 26,000

Public Safety

1. Las Vegas Metropolitan Police Department Staffing	\$ 10,000
2. Emergency Medical Services	\$ 2,500
	\$
	\$
Total	\$ 12,500

Event Production

1. Mobile Stage	\$ 2,500
2. Bleachers	\$ 1,500
	\$
	\$
Total	\$ 4,000

Road Closure

1. Closing of 4 th Street	\$ 5,000
	\$
	\$
	\$
Total	\$ 5,000

Total Project Cost

\$ 100,000