

Carson City Culture & Tourism Authority
Agenda Report

Date Submitted: 06/09/21

Agenda Date Requested: 06/14/21

Time Requested: 5 Minutes

To: Carson City Culture & Tourism Authority - Board of Directors

From: David Peterson, Executive Director (dpeterson@visitcarsoncity.com)

Subject Title: Discussion and possible action regarding a three-year sponsorship agreement between the CTA and E720 for the Battle, Axe & Tracks event for a total not to exceed amount of \$30,000 paid over three years, \$12,000 in FY 2022, \$10,000 in FY 2023, and \$8,000 in FY 2024.

Staff Summary: The CTA Board will review a three-year Sponsorship Agreement for the Battle, Axe & Tracks event.

Type of Action Requested:

Resolution

Ordinance

Formal Action/Motion

Other (Specify) Presentation Only

Recommended Board Action: I move to approve the Sponsorship Agreement #CTA-SA-22-01, as presented.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: Yes

Explanation of Impact: FY22 \$12,000.00
FY23 \$10,000.00
FY24 \$ 8,000.00

Funding Source: 7407254-500540

Supporting Material/Attachments: SPONSORSHIP AGREEMENT #CTA-SA-22-01

Prepared By: Chris Kipp, Operations Manager

SPONSORSHIP AGREEMENT

#CTA-SA-22-01

THIS SPONSORSHIP AGREEMENT (this “Agreement”) is made by and between E720 (the “Event Owner”), and the Carson City Culture & Tourism Authority (CTA) (the “Sponsor”). Event Owner and Sponsor may be individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the Event Owner owns and produces Battle, Axe & Tracks (the “Event”); and

WHEREAS, the Sponsor desires to promote its products and/or services through the sponsorship of the Event on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Term and Event Dates. The Sponsor’s sponsorship of the Event shall commence on June 15, 2021, and, unless terminated earlier pursuant to Section 5 below, shall terminate on February 29, 2024 (the “Term”). The Event shall take place in October/November of 2021, 2022 and 2023.

2. Promotional Consideration. The parties agree as follows:

(a) **Promotion.** The Event Owner agrees to credit the Sponsor’s name and details of value of the Sponsorship and shall use reasonable efforts to promote the Sponsor’s products or services. The Event Owner further agrees to give the Sponsor acknowledgement on promotional materials including but not limited to any banners, website, brochures, posters, or other like materials prior to and at the Event. The Sponsor agrees to advertise and promote the event in ways that build regional anticipation with a minimum of 100,000 regional impressions targeting arts/culture/heritage/history enthusiasts. This can be achieved, for example, through paid targeted ads, written articles in regional publications, radio PSAs and targeted email campaigns.

(b) **Promotional Material.** The Event Owner agrees that the Sponsor shall have the right during the Term to use the marks, logos, names and phrases/quotes related to the Event in print, web and video advertising (both trade and consumer) and on promotional materials (the “Promotional Use Rights”). For purpose of this Agreement such promotional materials shall include videos, posters, catalogues, brochures, direct mailings and point-of-purchase display materials.

3. Sponsor’s Consideration.

- CTA agrees to provide \$30,000 in sponsorship fees paid in installments as follows over a 3-year term:
 - 2021 Event
 - \$12,000 by August 15, 2021

- 2022 Event
 - \$10,000 by August 15, 2022
- 2023 Event
 - \$8,000 by August 15, 2023
- Payment each year shall be contingent on Event Owner acquiring all necessary federal, state, and local government permits (special event), permissions and outlays prior to payment as well as state and local business licenses and any necessary insurance policy.

4. Event Owner Responsibilities.

(a) Event Owner will manage all matters relating to the administration of the sponsorship and the entirety of all production aspects of the Event.

(b) Event Owner must, at its own expense, provide and pay for, or cause to be provided and paid for, a general liability insurance policy with a minimum limit of one million and no/100 dollars (\$1,000,000.00) per occurrence and two million and no/100 dollars (\$2,000,000.00) aggregate for bodily injury or death resulting therefrom, or for damage to real or personal property, and written by insurers licensed to provide insurance in the State of Nevada. Event Owner must provide at least the amount insurance coverage specified in this Agreement, or an increased amount if required by any other permit or agreement required for the Event. The insurance coverage amount specified by this Agreement is not cumulative with the amounts specified by any other Agreement. Sponsor shall be added as an additional insured. This policy of insurance must be primary coverage for all claims and losses arising from the Event. The policy of insurance required by the Agreement must not be suspended, voided, canceled or reduced in coverage without the prior written consent of Sponsor. Sponsor may terminate this Agreement if the insurance required by this Agreement is suspended, voided, canceled or reduced in coverage.

(c) Event Owner must carry all other insurance policies it deems necessary, or that are required by any other permit or agreement required for the Event, and pay all applicable taxes and fees. Sponsor's policies of insurance, including any worker's compensation insurance do not cover Event Owner or its officers, directors, employees, or agents. Except as otherwise provided herein, Event Owner hereby waives its entire right of recovery against Sponsor for any damages covered by insurance carried by the Event Owner.

(d) Event Owner will acquire all necessary federal, state and local government permits (special event), outlays and permissions for the activities associated with the production of the event including but not limited to sound, fire, health, zoning, transportation, grading, and road and trail closures.

(e) Event Owner shall serve as the "lead agency" to support the operational activities of the Events that may include, but are not limited to facility and Venue acquisition, planning, permitting, police and emergency services coordination and direction, parking/shuttle coordination, communications coordination, local accommodations, travel,

volunteer recruitment, media, and public awareness to its large audience of active event participants.

(f) Event Owner shall provide for the participation of E720 in promotional activities on social media and through press releases that advertise the event and associated visit to Carson City.

(g) Event Owner shall, within 90 days following each annual Event, present to the Sponsor a written report of the estimated economic impact of the annual Event on Carson City, which shall be based on actual data collected during the annual Event. Event Owner shall make a representative available at a meeting of the Carson City Culture & Tourism Authority after each Event for a presentation of the economic impact.

(h) Event Owner will not solicit marijuana-based companies to be a sponsor.

(i) Ticketed guest goals are as follows: approximately 3,000 for 2021, 3,500 for 2022 and 4,000 for 2023.

5. Termination.

(a) **Mutual Termination.** This Agreement may be terminated upon written notice by mutual consent of both parties.

(b) **Cancellation of the Event.** Sponsor, in its sole discretion, may terminate this Agreement if the Event is cancelled for any reason. If the event is cancelled for any particular year and Sponsor has already made a payment under this Agreement to Event Owner for that year, Event Owner must refund the payment to Sponsor.

(c) **Unilateral Termination by Sponsor.** Sponsor reserves the right to terminate this Agreement for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest. Failure by Event Owner to obtain all necessary permits and outlays shall be grounds for unilateral termination by Sponsor. Sponsor shall give at least 180 days' notice before termination for public interest.

(d) **Termination for Nonappropriation.** All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding for payment of the Agreement sum, which may include various internal and external sources. In the event that Sponsor does not acquire and appropriate the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate upon the Sponsor's notice to Event Owner of such nonappropriation, and no claim or cause of action may be based upon any such nonappropriation.

6. Indemnification and Limited Liability.

(a) **Indemnification.** To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, all other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying Party, its officers, employees, agents, and contractors.

(b) **Limited Liability.** Sponsor does not waive and intends to assert any and all available NRS Chapter 41 immunity in all cases. The contract liability of the Parties under this Agreement does not include lost revenue or profits; liquidated, incidental, punitive, indirect, special, or consequential damages; or interruption or loss of use of service, whether under theory of contract, tort, or otherwise. Sponsor's liability under this Agreement is limited to the payments specified in section 3 of this Agreement, at the time that the payments become due.

7. Miscellaneous.

(a) **Entire Agreement; Modification.** This Agreement, together with the Exhibits, constitutes the entire agreement of the Parties and is the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. The term "agreement" as used herein shall be deemed to include all Exhibits. All Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement. Where the terms of any Exhibits conflict with the provisions of this Agreement, this Agreement shall govern. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement is binding upon the Parties unless the same is in writing and signed by the Parties.

(b) **Waiver of Default.** Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless contained in a written document executed by the Parties and attached to the original Agreement.

(c) **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

(d) **Governing Law; Venue.** The law of the State of Nevada applies in interpreting and construing this Agreement. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City.

(e) **Notices.** All notices and other communications required or permitted to be provided under this Agreement shall be in writing and may be delivered by hand, facsimile transmission with verification of receipt, email with verification of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To Sponsor: David Peterson, Executive Director
Carson City Culture and Tourism Authority
716 N. Carson Street
Carson City, NV 89701
Email: partners@visitcarsoncity.com
Phone: (775) 687-7410

To Event Owner: Gina Lopez
E720
1024 Mountain Park Dr.
Carson City, NV 89706
Email: glope720@gmail.com
Phone: (775) 443-6943

Or to such other addresses as any party may designate by notice in accordance with this Section.

(f) **Public Records Requests.** Pursuant to NRS 239.010, Sponsor's information or documents may be open to public inspection and copying. Sponsor will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest.

(g) **Remedies.** Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties are not exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages.

(h) **Ownership of Real Property.** This Agreement does not contemplate a transfer of any real property or ownership interest between the Parties. Any and all real property presently owned by any Party will remain owned by that Party upon completion or termination of this Agreement.

(i) **No Third-Party Beneficiary.** It is specifically agreed between the Parties that none of the provisions this Agreement create in the public or any member thereof a third-party beneficiary, or grant anyone not a Party to this Agreement any right to maintain a suit for personal injuries or property damage under the terms or provisions of this Agreement.

(j) **Separate Entities; Independent Contractor.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey

ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of any other Party. Each Party is and continues to be separate and distinct from any other Party. Event Owner is an independent contractor that agrees to perform the services in this Agreement for a fixed price according to its own methods and without subjection to the supervision or control of the other Parties, except as to the results of the services, and not as to the means by which the services are accomplished. Event Owner shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the activities of the Event Owner under this Agreement shall be those of the Event Owner. No Party nor its employees, agents, or representatives shall be considered employees, agents, or representatives of any other Party.

(k) Successors; Assignment. This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the respective parties. No Party may assign, transfer or delegate any rights, obligations, or duties under this Agreement without the prior written consent of all of the other Parties.

(l) Authority to Sign. The Parties represent and warrant that the person executing this Agreement on behalf of each respective Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

(n) Force Majeure. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

(The remainder of this page is blank. The signature page follows.)

IN WITNESS WHEREOF, the Parties have executed this Sponsorship Agreement.

Event Owner: E720.

Name: Gina Lopez

Title: Owner

Signature: _____ Date: _____

Sponsor: CARSON CITY CULTURE & TOURISM AUTHORITY

Name: David Peterson

Title: Executive Director

Signature: _____ Date: _____