



Carson City Culture & Tourism Authority (CTA)

Request for Proposal (RFP)

THIS IS NOT AN ORDER

ADVERTISED RFP CTA 2026-002

DRIVEN - A Monument to Connection

ISSUE DATE: Tuesday, January 27, 2026

RFP SUBMISSION DUE: Wednesday, February 18, 2026, by 2:00 pm

REPLY TO:

Carson City Culture & Tourism Authority
c/o Chris Kipp, CTA Operations & Finance Manager
716 N. Carson Street, Suite A
Carson City, NV 89701
775-283-7682
ckipp@visitcarsoncity.com

1. OVERVIEW

Carson City, Nevada, was a historic terminal of the Virginia & Truckee Railroad and the heart of Nevada's rail heritage. The Carson City Culture & Tourism Authority ("CTA") is seeking qualified artist(s) and/or firms ("ARTISTS") to design, engineer, fabricate, illuminate, transport, and install a 69-foot-tall sculptural railroad spike.

This monumental installation will serve as a world-record-scale landmark, symbolizing Nevada's legacy of connection, creativity, and endurance. The project will celebrate the region's railroad history, industrial heritage, and creative future, positioning the region as a hub of arts, culture, and storytelling. This spike will be part of the Dust and Wonder Trail, a 16-mile destination corridor, formerly known as the 3D Cultural Corridor, an initiative of Travel Nevada and stakeholders, currently funded through a grant to Visit Carson City.

2. BACKGROUND INFORMATION

Travel Nevada's Destination Development Design (3D) Project provided rural communities across Nevada with the opportunity to expand their tourism economies through an eight-month process of discovery and reflection with their expert team of consultants followed by a project implementation phase funded through grants by Travel Nevada. In April 2024, The Cultural Corridor's 10-year Destination Plan was completed. To learn more about the long term plan for the corridor, read the 10 year destination plan created, [here](#). On October 9, 2024, Nevada Commission on Tourism awarded Carson City Culture & Tourism Authority the Destination Development Design (3D) Cohort 2 grant.

Visit Carson City submitted an LOI to bring the proposed sculpture to the 2026 Burning Man Project event in the Black Rock Desert. The team has submitted a full proposal and hope to receive an Honorarium that would allow the sculpture to be part of the event. Visit Carson City will work with the selected artist and Burning Man liaisons on details when more details are available.

Permanent placement of DRIVEN – A Monument to Connection in Carson City, Nevada, will be the anchor piece for the Dust & Wonder Trail. The trail includes up to 40 railroad spike interpretive wayfinding sculptures placed throughout the region.

3. PROCEDURE

- 3.1. A Selection Committee will evaluate the proposals submitted. There is no guarantee that the CTA will select any of the Proposals and any Proposals shall be submitted at the proposer's sole risk and cost.
- 3.2. The CTA reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether said proposal is selected.
- 3.3. During evaluation, the Selection Committee reserves the right, where it may serve the CTA's best interest, to request additional information or clarification from the person, or to allow corrections of errors or omissions. Presentations/interviews may be conducted by the Selection Committee for the artist(s) who submit a Proposal and were short listed.
- 3.4. Submission of a proposal indicates acceptance by the person of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant Contract(s) between CTA and the person selected.
- 3.5. The use of the term "person" herein refers to an individual, or a company or independent contractor/consultant firm with certified personnel doing business in the United States and duly registered in the State of Nevada, any of which will also need to obtain a business license from the relative city/county in which they are working in.

- 3.6. There is no expressed or implied intent or obligation for CTA to reimburse responding persons for any expenses incurred in preparing proposals or any travel expenses during presentations/interviews in response to this Request for Proposal.
- 3.7. CTA reserves the right to terminate any agreement resulting from this solicitation and subsequent action for cause, including, but not limited to, inadequacy of performance.
- 3.8. CTA reserves the right to reject any or all proposals and to award the proposer(s) the CTA deems most qualified and whose award of the Contract(s) will accrue to the best interests of the CTA.
- 3.9. Until the receipt and opening of proposals, the proposers' principal contact with Carson City Culture & Tourism Authority will be as listed below.

Carson City Culture & Tourism Authority
c/o Chris Kipp, CTA Operations & Finance Manager
716 Carson Street, Suite A
Carson City, NV 89701
e-mail: ckipp@visitcarsoncity.com
775-283-7682

- 3.10. All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other CTA staff, CTA officials, Dust & Wonder Trail staff or officials may be disqualified for doing so.

4. ELIGIBILITY

- 4.1. Open to all professional artists or artist teams aged 18 or older.
- 4.2. Previous experience with large-scale public art, metalwork and sculptural fabrication.

5. SCULPTURE REQUIREMENTS

5.1. Form & Scale

5.1.1. The sculpture must take the form of a sixty-nine foot (69') tall railroad spike (interpretation may be stylized, contemporary, abstract, or historically inspired).

5.1.2. Works must be fabricated from outdoor-durable materials suitable for Nevada's climate.

5.2. Engraving

5.2.1. Required engraving on the four sides of each spike, each designed to share historical and cultural narratives of the region, including:

- Indigenous homelands and early trade routes
- The Comstock Lode and Virginia & Truckee Railroad era

- The founding of Carson City as the state capital
- Recognizing the contributions of Chinese immigrants and African American freedmen who played indispensable roles in constructing the rail lines through Nevada and across the West.

5.2.2. Engravings may include text, excerpts, or images etched directly into the surface or attached as a panel. The stories should be legible, weather-resistant, and designed for longevity and public interaction. Engraving may also include symbols or patterning related to the region's history or chosen theme. The sculpture will include words/phrases in English and the native languages of Wasi-siw, Numu, and Newe, honoring the region's Indigenous heritage and other languages from those who worked on the railway system may be used, including but not limited to, Chinese and Italian.

5.2.3. The selected firm may collaborate with Visit Carson City Arts & Culture Program Manager, local historians, tribal representatives, artists, and cultural organizations to finalize content and layout of the engraved panels.

5.2.4. The engraving will include a QR code, provided by CTA, which will link the DRIVEN sculpture to the Dust & Wonder Trail.

5.3. Lighting

To ensure the monument remains visible and inspiring day and night, the project must include an integrated lighting system that highlights both form and story.

5.3.1. Architectural illumination: Low-energy LED system to accentuate the monument's height and silhouette.

5.3.2. Story lighting: Focused, vandal-resistant fixtures to ensure engraved text and imagery are readable after dark.

5.3.3. Controls & efficiency: Programmable timers or photocell controls for dusk-to-dawn operation; energy-efficient, dark-sky-compliant fixtures.

5.3.4. Electrical coordination: All electrical conduit, wiring, and power source integration included in the installation plan.

5.3.5. Maintenance plan: Fixtures accessible for future servicing without heavy equipment.

5.3.6. Lighting should enhance the monument's visual impact while maintaining the natural patina and minimalist beauty of the materials used.

6. **SCOPE OF WORK**

6.1. Design & Engineering

6.1.1. Structural design and stamped engineering drawings for the 69' spike.

6.1.2. Foundation and geotechnical engineering meeting any/all state/county/city building codes and wind load standards.

6.1.3. Integration of lighting design, conduit routing, and electrical specifications.

6.1.4. Coordination with federal/state/county/city officials for permitting, safety, and electrical connections related to installation.

6.2. Fabrication

6.2.1. Fabrication of a hollow railroad spike.

6.2.2. Integration of four engraved or etched story panels (one per side).

6.2.3. Surface finishing and patina development for even weathering appearance.

6.2.4. Optional anti-graffiti coating.

6.2.5. Quality assurance documentation (material certifications, weld inspection, finish testing).

6.3. Transportation & Installation

6.3.1. Transportation to 2026 Burning Man event in the Black Rock Desert, Nevada, including oversize load permitting, rigging, crane, and onsite installation supervision. Heavy equipment is available through the Burning Man Project at no cost.

6.3.2. Transportation to a to be determined location in Carson City, Nevada, including oversize load permitting, Rigging, crane, and onsite installation supervision.

6.3.3. Installation of foundation and anchoring system per engineered drawings.

6.3.4. Electrical hookup and lighting system installation.

6.3.5. Site restoration and cleanup at Black Rock Desert, Nevada, to event organizer's specifications, after the event concludes.

6.4. Deliverables

6.4.1. Stamped structural and electrical drawings.

6.4.2. Fabrication drawings with engraving layouts and lighting integration.

6.4.3. Installation plan, lighting specifications, and as-built documentation.

6.4.4. Operations and maintenance manual.

7. **DURATION OF SERVICE**

The resulting Contract(s) for DRIVEN - A Monument to Connection sculpture shall be completed, delivered and installed in the Black Rock Desert, Nevada, at the 2026 Burning Man event, based on the Burning Man installation calendar.

The sculpture shall be delivered to Carson City, Nevada at a site to be determined by CTA, no later than 12:00 p.m. on September 14, 2026. Final installation in Carson City, Nevada, to be determined with the awarded Artist.

8. COMPENSATION

The CTA will commission the DRIVEN - A Monument to Connection sculpture up to two hundred thousand dollars (\$200,000.00), inclusive of all design, engineering, materials, fabrication, engraving, lighting, transportation and installation costs.

9. SUBMITTAL INSTRUCTIONS

- 9.1. A copy of this RFP may be requested from the CTA Operations & Finance Manager at the address below, electronically at ckipp@visitcarsoncity.com or by telephone at 775-283-7682.
- 9.2. **Final Date for Submittal of Questions** will be received by 12:00 p.m. on Thursday, February 5, 2026. Answers to all submittal questions received will be put in an addendum to the RFP and sent via e-mail and posted with the RFP on visitcarsoncity.com, on Friday, February 6, 2026, by 5:00 p.m. Questions shall be submitted in a letter format in writing via e-mail or mail and submitted to:

Carson City Culture & Tourism Authority
c/o Chris Kipp, Operations & Finance Manager
716 Carson St., Suite A
Carson City, NV 89701
e-mail: ckipp@visitcarsoncity.com
775-283-7682

- 9.3. All proposals must be **received** by the CTA no later than 2:00 p.m., Wednesday, February 18, 2026. Submit proposal in a **sealed envelope**, labeled **Submittal for RFP CTA 2026-002** to one of the following:

In-Person or Mail/Delivery To:

Carson City Culture & Tourism Authority
Attn.: Chris Kipp
716 N. Carson St., Suite A
Carson City, NV 89701

- 9.4. A master copy (so marked) of the Proposal to include a title page showing the RFP subject, the firm's name, address, telephone number and email address of a contact person. The Proposal must be received on or before the date and time set for receipt of proposals. Proposals shall be clear, straightforward, and not exceed 30 single-sided pages or 15 double-sided pages in length not including company brochures. Artist(s) brochures may be provided.
- 9.5. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Prospective proposers are held responsible that their proposals arrive at the CTA on or before the designated time and date.
- 9.6. All questions in the questionnaire (if applicable) must be completed. All requested documents must be provided.

10. EVALUATION AND AWARD PROCESS

- 10.1. The CTA shall use its best judgment in conducting a comparative assessment of the proposals.
- 10.2. The CTA shall select finalists which possess the ability to service the CTA's needs. Presentations/interviews may be scheduled with the finalists. The CTA may ask the finalists to travel to Carson City, Nevada to present further details and/or respond to questions.

- 10.3. Selected respondent(s) will be contacted, following the presentations referenced above if the presentations are scheduled, and notification will be sent to all persons submitting proposals.
- 10.4. The CTA reserves the right to cancel the Contract(s) upon mutual termination, for nonappropriation, or for cause as provided in the sample agreement.
- 10.5. No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the Contract(s). If any person contemplating submitting a bid for the Contract(s) is in doubt as to the true meaning of any part of the specifications or any other proposed Contract documents, the person may submit to the CTA a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The CTA will not be responsible for any other explanation or interpretations of the proposed documents.
- 10.6. The CTA reserves the right to reject all bids and to waive any informality in bids.

RECOMMENDATION FOR AWARD will be made based on the evaluation results of the Selection Committee.

FINAL SELECTION will be made by the CTA, anticipated to be Friday, February 27, 2026. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the CTA shall be deemed final.

Anticipated Schedule:

Release RFP	Tuesday, January 27, 2026
Submittal of Questions	Thursday, February 5, 2026, by 12:00 p.m.
Response to Questions	Friday, February 6, 2026, by 5:00 p.m.
RFP Submittal Deadline	Wednesday, February 18, 2026, by 2:00 p.m.
Selection Notification	Friday, February 27, 2026
CTA Issues Contract	Tuesday, March 10, 2026

11. RFP REQUIREMENTS

- 11.1. Company qualifications and examples of similar-scale sculptural or illuminated installations.
- 11.2. Project Timeline confirming the ability to complete work by September 14, 2026.
- 11.3. Safety Plan
- 11.4. Concept Sketches / Renderings of the proposed design(s).
- 11.5. Description of Materials including fabrication methods and installation approach.
- 11.6. Work Samples (up to 10 images) representing relevant past projects.

11.7. Resume or CV for each artist/team.

12. COST PROPOSAL

12.1. The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

12.2. Proposers shall provide one (1) PDF Cost Proposal file that includes the following:

12.2.1. Section I – Title Page with the following information:

RFP CTA 2026-002 DRIVEN - A Monument to Connection
Proposers Name
Address
Contact Information

12.2.2. Section II – Detailed Cost Proposal itemized

The proposer’s cost proposal response shall be included in this section.

- 12.2.2.1. Design
- 12.2.2.2. Fabrication
- 12.2.2.3. Engraving
- 12.2.2.4. Lighting
- 12.2.2.5. Transportation to 2026 Burning Man event and installation
- 12.2.2.6. Transportation to Carson City, Nevada and installation

13. EVALUATION CRITERIA

Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements, total 100 points:

- 13.1. Experience with large-scale public art or structural landmarks. (Maximum 25 points)
- 13.2. Integration of lighting and interpretive storytelling. (Maximum 25 points)
- 13.3. Creativity and potential to enhance Carson City’s visual identity. (Maximum 20 points)
- 13.4. Technical capacity, safety, and quality assurance. (Maximum 20 points)
- 13.5. Cost-effectiveness and timeline feasibility. (Maximum 10 points)

14. OBJECTION BY UNSUCCESSFUL PROPOSER:

- 14.1. Any unsuccessful proposer may file an objection to the CTA regarding the selection of the CTA Review and Selection Committee by following the procedure outlined in paragraph below. Information on the results of the Committee's aggregate evaluation may be obtained upon request and will be emailed to each respondent.
- 14.2. Any objection shall be written and submitted to the CTA Board of Directors c/o Carson City Culture & Tourism Authority within five (5) calendar days after a recommendation to accept or reject RFP has been posted to the CTA Website. The CTA Selection Committee will stay any award action until after the CTA Selection Committee has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the CTA Board of Directors, who will render a final decision. No protests will be heard by the CTA unless the proposer has followed the appeal process. CTA is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in the process.

15. LIST OF REQUIRED DOCUMENTS

- 15.1. Nevada Business License
- 15.2. Artist will need to obtain any Federal, County or City business licenses and/or permits necessary for the construction and installation of the railroad spike at the 2026 Burning Man event and at the selected location in Carson City, and will be responsible for the costs of those licenses or permits, if any.

16. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn at any time before the contract is signed upon written notice to the CTA.

17. CONFIDENTIAL INFORMATION:

Any information deemed confidential or proprietary should be clearly identified by the proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with the proposal will not be returned.

18. CONTRACT TERMINATION:

The CTA reserves the right to cancel the Contract(s) upon mutual termination, for nonappropriation, or for cause as provided in the sample agreement. Termination based upon a default or breach is subject to a 30-day period for the defaulting or breaching Party to correct the default or breach. Upon termination, the Agreement shall become of no further force or effect and each of the Parties shall be relieved and discharged of their obligations in the Agreement, except as identified in Section 4.7 of the Agreement, Winding up Affairs upon Termination.

The CTA may cancel this RFP at any time before a Contract is entered into with the awarded proposer.

19. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Proposer's attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements; the proposal may be disqualified.

20. FUNDING OUT CLAUSE:

Proposers shall be aware that any agreement resulting from award of this Request for Proposal shall be subject to cancellation without penalty in the event that CTA's funding authority shall fail to obligate funds requisite for its continuation.

21. STATUS OF SUCCESSFUL PROPOSERS:

The successful proposer will be an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits, or emoluments of either an officer or employee of the CTA.

22. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

Successful proposer shall always be in compliance with immigration and naturalization laws regarding the eligibility of the proposer or their employees or subcontractors to work in the United States.

23. OPEN MEETING LAW:

Proposers shall be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting. Any award may be defended against open meeting law challenges by the Carson City District Attorney's Office.

24. ATTACHMENTS:

Exhibit A: Sample Contract

END OF DOCUMENT

RFP 2026-002 – EXHIBIT A

SAMPLE ARTIST AGREEMENT

Contract #CTA 2627-__

Title: “DRIVEN - A Monument to Connection” Sculpture by “Artist/Firm Name”

This Artist Agreement (“Agreement”) is made by and between the Carson City Culture and Tourism Authority, dba Visit Carson City, a county fair and recreation board (“CTA”) and Artist/Firm Name, an individual (“Artist”), for the design, engineer, fabricate, illuminate, transport, and install a 69-foot-tall sculptural railroad spike. CTA and Artist may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, on October 9, 2024, the Nevada Commission on Tourism awarded the Carson City Culture & Tourism Authority a Destination Development Design (3D) Cohort 2 grant;

WHEREAS, CTA seeks to showcase a series of Interpretive Railroad Spike Sculptures as public art and wayfinding for the Dust & Wonder Trail at selected historic and cultural sites throughout Carson City, Carson Valley, Silver City, Gold Hill and Virginia City, Nevada;

WHEREAS, CTA has envisioned a “DRIVEN - A Monument to Connection” Sculpture (Sculpture) public art feature in Carson City; and

WHEREAS, CTA released a Request for Proposals seeking artist interest in the construction of the Sculpture and received __ submissions from qualified artists; and

WHEREAS, CTA has approved the selection of Artist/Firm Name to construct the Sculpture celebrating the region’s railroad heritage and the diverse communities that built it; and

WHEREAS, Artist is prepared to proceed with the design and fabrication of the Sculpture for CTA;

NOW, THEREFORE, for good and valuable consideration and subject to all terms and conditions of this Agreement, the Parties hereby agree as follows:

SECTION 1: SCOPE AND COMPLETION OF WORK

- 1.1. Artist shall design, create, fabricate and install a sculpture as set forth in the request for proposals, Exhibit A, and Artist’s proposal for the Sculpture, Exhibit B, as modified by any alterations or changes to Artist’s proposal agreed upon in writing between CTA and Artist, if any, and memorialized in writing as the final design, Exhibit C, all of which are expressly incorporated by this reference (the “Work”).
- 1.2. Artist will begin work on a final design immediately upon execution of this Agreement. Artist will begin fabrication of the Work when a final design has been agreed upon by Artist and CTA and CTA has issued a written Notice to Proceed.
- 1.3. Artist shall complete fabrication and an initial installation of the Work at the 2026 Burning Man event in the Black Rock Desert, Nevada.

- 1.4. Artist shall complete fabrication and final installation of the Work in Carson City, Nevada, no later than September 14, 2026, unless an extension of time is executed in writing by the Parties.
- 1.5. Artist shall notify CTA of the date(s) of installation of the Work. Artist may pre-schedule an inspection of the installation of the Work for the expected date of completion of installation or may notify CTA in writing that the installation is complete upon completion of installation of the Work.
- 1.6. If Artist pre-schedules an inspection of the Work, Artist shall give CTA 14-days' notice of the expected date of completion. CTA shall schedule with Artist a time for inspection of the Work on the expected date of completion. At the inspection, CTA shall (a) immediately notify Artist of any issues that would prevent CTA from issuing a Notice of Acceptance so that Artist may immediately remedy the issues, or (b) shall accept the Work verbally, with a follow up written Notice of Acceptance.
- 1.7. If Artist does not pre-schedule an inspection of the Work, CTA shall inspect the Work within ten (10) days of receipt of Artist's notice of completion and provide in writing to Artist either of the following notices.
 - 1.7.1. A Notice of Acceptance, stating that the Work has been completed and installed according to the terms of the Agreement and that CTA accepts the Work, which shall constitute final acceptance of the Work by CTA.
 - 1.7.2. A Notice to Correct, stating and describing in detail any issues that remain that prevent CTA from issuing a Notice of Acceptance. If the Work is not accepted, Artist shall resolve the issues to the satisfaction of CTA at no further cost to CTA. Upon correcting the issues, Artist shall again notify CTA in writing of the completion of the Work, and CTA will again inspect the Work and issue one of the two notices to Artist.

SECTION 2: CHANGES IN SCOPE

- 2.1. If the CTA requests changes to Artist's Proposal, "DRIVEN - A Monument to Connection" Sculpture, Exhibit B. Artist agrees to consider and incorporate CTA's requested changes and ideas. Artist will prepare a final design for consideration by CTA. Upon agreement between CTA and Artist of a final design, the final design will be attached to this Agreement as Exhibit C and CTA will issue a Notice to Proceed.
- 2.2. After CTA has issued a Notice to Proceed, CTA may, at any time, request Artist in writing to: revise portions of the services previously completed in a satisfactory manner; delete portions of the Work which have yet to be performed; perform additional work beyond the Work provided in Exhibits A through C; or make other changes within the general Work to be performed under this Agreement. In the event of such a written request, Artist may, but shall not be obligated to, agree to any such request.

- 2.3. Artist shall, whenever a significant change to the Work is made or required during the term of this Agreement, present to the Mayor, or designee, in writing, a drawing or other appropriate media for review and approval of the significant changes in the scope, design, color, size, material, utility or texture of the Work. A significant change is any change which affects the installation, scheduling, appearance, site preparation or maintenance of the Work, or the concept of the Work as represented in the approved final design, Exhibit C.
- 2.4. In the event that a CTA request for a change or an Artist significant change is agreed to by CTA and Artist, this Agreement shall be amended, in writing, specifying the agreed changes, including, but not limited to, a revised description of services, additional budget (if any), payment schedule (if any) and timetable.
- 2.5. In the event that CTA does not approve Artist's final design or a CTA request for change or an Artist significant change is not agreed to by Artist or CTA, CTA shall be entitled to (a) continue this Agreement without the change, or (b) terminate the Agreement for cause pursuant to the terms of this Agreement.
- 2.6. Artist shall not provide any services which require additional compensation without prior written authorization of CTA.

SECTION 3: COMPENSATION

- 3.1. CTA shall pay to Artist up to Two Hundred Thousand Dollars (\$200,000) for the design, fabrication and installation of the Work (the "Purchase Price").
- 3.2. The Purchase Price represents full and adequate compensation for the Work and shall be Artist's sole compensation for designing, creating, fabricating, and installing the Work, including, without limitation, all direct or indirect costs for design, fabrication, storage, transportation, travel, installation, insurance, engineering and Artist's Fee, or any other cost or fee of whatever nature incurred in relation to this Agreement or the Work. CTA will not reimburse Artist for expenses unless otherwise specified in this Agreement.
- 3.3. Payment. CTA shall pay Artist's compensation on the following schedule:
 - 3.3.1. The sum of One Hundred Thousand Dollars (\$100,000) shall be paid upon execution of this Agreement. CTA shall process the payment for this sum to Artist upon receipt of Artist's invoice and execution of the Agreement.
 - 3.3.2. The sum of Forty Thousand Dollars (\$40,000) shall be paid upon completion of one half of the fabrication of the Work, as determined jointly by Artist and CTA. CTA shall pay this sum to Artist within 30 days of receipt of Artist's invoice.
 - 3.3.3. The sum of Twenty Thousand Dollars (\$20,000) shall be paid to Artist upon completion and installation of the Work at the 2026 Burning Man event in the Black Rock Desert, Nevada, by Artist and acceptance of the Work by CTA.

CTA shall pay this sum to Artist within 30 days of receipt of Artist's invoice.

3.3.4. The sum of Forty Thousand Dollars (\$40,000) shall be paid to Artist upon completion and installation of the Work, in Carson City, Nevada, by Artist and acceptance of the Work by CTA. CTA shall pay this sum to Artist within 30 days of receipt of Artist's invoice.

3.4. Invoices. When the requirement for the applicable step is met, Artist will send CTA an invoice setting forth the fee due. Artist's invoice must reference the Agreement Number and the applicable step in the payment schedule. CTA will review the invoice and pay the invoice within the specified timeframe. Invoices shall be sent to Chris Kipp by email to ckipp@visitcarsoncity.com and copied to dpeterson@visitcarsoncity.com.

3.5. The parties agree that timeliness of billing is of the essence to this Agreement and recognize that CTA is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to CTA no later than the first Friday in August of the same year. A billing for the prior fiscal year submitted after the first Friday in August will subject Artist to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to CTA of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Artist.

SECTION 4: TERM AND TERMINATION

4.1. Term. The term of this Agreement begins on the date of the last authorized signature and ends on December 31, 2026, unless this Agreement is extended by mutual, written agreement or terminated sooner by either party as specified in this Section 4.

4.2. Mutual Termination. This Agreement may be terminated by the mutual, written consent of both Parties.

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

4.4. Termination for Cause for Default or Breach. A default or breach may be declared with or without termination. A default or breach may be declared by either Party upon written notice of default or breach to the other Party as follows:

4.4.1. If Artist fails to provide or satisfactorily perform any of the conditions called for by this Agreement or to satisfactorily design, fabricate or install the Work

within the time requirements specified in this Agreement or within any granted extension of those time requirements (determination of Artist's satisfactory performance or design, fabrication or installation of the Work shall be made in the sole discretion of the CTA); or

- 4.4.2. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Artist to perform the scope of work under this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or
 - 4.4.3. If Artist becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - 4.4.4. If CTA materially breaches any material duty under this Agreement and any such breach impairs Artist's ability to perform; or
 - 4.4.5. If it is found by CTA that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by Artist, or any agent or representative of Artist, to any officer or employee of CTA with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such contract; or
 - 4.4.6. If it is found by CTA that Artist has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- 4.5. Time to Correct (Declared Default or Breach). Termination upon a declared default or breach may be exercised only after providing 30 calendar days written notice of default or breach, and the subsequent failure of the defaulting or breaching party to provide evidence satisfactory to the aggrieved party demonstrating that the declared default or breach has been corrected. Time to correct shall run concurrently with any notice of default or breach and such time to correct is not subject to any stay with respect to the nonexistence of any Notice of Termination. Untimely correction shall not void the right to termination otherwise properly noticed unless waiver of the noticed default or breach is expressly provided in writing by the aggrieved party. There shall be no time to correct with respect to any notice of termination for nonappropriation.
- 4.6. Notice of Termination. Unless otherwise specified in this Agreement, notice of termination may be given at the time of notice of termination for nonappropriation. Notice of termination for other causes must be provided separately at any time after the running of the 30-day time to correct period, and such termination shall be effective on the date that the notice of termination is provided to a Party unless a specific effective date is otherwise set forth in the notice of termination. Any delay in providing a notice of termination after the 30-day time to correct period has run without a timely correction by the defaulting or breaching party shall not constitute any waiver of the right to terminate under the existing notice(s).

4.7. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason:

4.7.1. Artist may retain progress payments already made to Artist, unless Artist has made no progress after the most recent progress payment, in which case CTA will be entitled to a return of that progress payment. Artist shall have no other liability to CTA for termination of this Agreement.

4.7.2. CTA shall have no liability under this Agreement for termination of this Agreement other than for progress payments invoiced but not yet paid.

4.7.3. Upon notice of termination, each party shall take reasonable steps to mitigate any further costs.

4.7.4. Artist shall retain any and all copyrighted material, but shall otherwise preserve, protect, and promptly deliver into CTA possession all CTA documents and information.

SECTION 5: ARTIST'S RIGHTS AND RESPONSIBILITIES

5.1. Artist shall be obligated to perform services called for in this Agreement and any Exhibits. Except as otherwise stated in this Agreement, Artist shall retain artistic control in the performance of services under this Agreement.

5.2. Artist agrees that an essential element of this Agreement is the skill and creativity of Artist. Artist shall not assign the creative or artistic portions of the Work to another party. Failure to conform to this provision may be cause for termination of this Agreement, at the sole discretion of CTA.

5.3. Artist shall be responsible for providing the Work described in Exhibits A through C, including, but not limited to, the quality and timely completion of the Work. Artist shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the Work.

5.4. Artist shall, if and when working on CTA property, conduct such cleanup as may be reasonably requested by CTA. At the close out of Artist's work, Artist shall remove their equipment and excess materials, promptly and as requested by CTA.

5.5. Artist shall complete the fabrication and installation of the Work in substantial conformity with the approved final design and any changes thereto as shown in Exhibit C.

5.6. Artist shall provide CTA opportunities to review the Work in progress, including an initial inspection of the working drawings for the proposed Work and final inspection of the Work.

5.7. Artist shall coordinate the schedule, timeline, fabrication and installation of the Work

with CTA as needed to ensure timely completion of the Work.

- 5.8. Artist shall promptly inform and secure the written approval of CTA for any significant change in the design, scope, size or materials of the Work.
- 5.9. Artist shall provide CTA with a maintenance program for the Work, including a list of suppliers from whom components may be purchased when necessary to allow CTA to maintain, repair or restore the Work.
- 5.10. Artist shall, at Artist's expense, observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable Federal, State, municipal and local safety regulations. All services performed by Artist must be in accordance with these laws, ordinances, codes and regulations. Artist shall indemnify, defend and hold the other Parties harmless from any and all liability, fines, penalties, and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.
- 5.11. Artist shall be solely responsible for paying any person or entity hired by Artist.

SECTION 6: CTA'S RIGHTS AND RESPONSIBILITIES

- 6.1. CTA will provide prompt written notice to Artist whenever it observes or otherwise becomes aware of any developments that may affect the scope or timing of Artist's services.
- 6.2. CTA will arrange appointments, meetings and consultations with others as needed for Artist to fulfill their obligations under this Agreement. CTA will allow Artist access to Carson City property, as appropriate in CTA's sole discretion, to enable Artist to complete fabrication of the Work and install the Work.
- 6.3. CTA will review materials and provide approval, as needed, in a timely manner.
- 6.4. CTA shall not be responsible for any preparation of the project site. CTA will not supply any materials to Artist for this Work.
- 6.5. CTA will provide Artist, at no expense to Artist, copies of existing designs, drawings and reports, and other existing relevant data, if any, which is needed by Artist in order to perform the services.

SECTION 7: WARRANTIES AND STANDARDS

- 7.1. Artist warrants that (a) the design or Work being commissioned is the original product of Artist's own creative efforts; (b) unless otherwise stipulated, the work is original, that it is an edition of one (1); (c) Artist has not and will not sell or reproduce the Work or allow others to do so without prior written consent of CTA; (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Work or any

element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement; (e) the Work is free and clear of any liens from any source whatsoever; and (f) the Artwork and the materials used are not currently known to be harmful to public health and safety.

- 7.2. The Work shall be a unique and one-of-a-kind creation by Artist. Artist agrees not to create or make, nor authorize others to create or make, any exact or significantly similar two-dimensional, three-dimensional, or other forms of duplicate or reproductions of the Work, which is the same or substantially similar in image, design, dimensions and materials, without the express written consent of CTA, which consent may or may not be granted in CTA's sole discretion. Nothing contained herein shall prevent Artist from creating other works of art that are not exact or significantly similar but are in Artist's manner and style of artistic expression.
- 7.3. Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Work) for two (2) years after the date of final acceptance by CTA. Artist understands that the Work installed may be subject to extreme environmental factors including, but not limited to, graffiti, substantial fading, peeling, chalking or other deterioration, freezing, sun exposure, irrigation overspray, public urination, and application of tape or adhesives. Artist warrants that the completed Work will be resistant to the above-described environmental factors to the degree that no substantial or significant deterioration occurs within the warranty period. CTA in its sole discretion shall determine what constitutes substantial or significant deterioration of the Work.
- 7.4. If within two (2) years CTA observes any breach of warranty described in this Section that is curable by Artist, Artist shall, at the request of CTA, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to CTA. CTA shall give notice to Artist of such breach with reasonable promptness.
- 7.5. If within two (2) years CTA observes a breach of warranty described in this Section that is not curable by Artist, Artist is responsible for reimbursing CTA for actual, out of pocket damages, expenses and loss incurred by CTA as a result of the breach. However, if Artist disclosed the risk of this breach in the proposal and CTA accepted that it may occur, it shall not be deemed a breach for purposes of this warranty.
- 7.6. To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to CTA. To the extent a manufacturer's warranty extends to CTA and/or provides for longer duration or greater coverage, that coverage shall supersede Artist's warranty.
- 7.7. Artist agrees that all work performed under this Agreement will comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Except as authorized by CTA, Artist further agrees that the Work will not utilize any protected patent, trademark or copyright unless Artist has obtained proper permission and all releases and other necessary documentation. If Artist specifies any

material, equipment, process or procedure which is protected, Artist shall disclose such patents, trademarks and copyrights in the construction drawings and technical specifications.

- 7.8. Artist agrees to release, indemnify and hold harmless, CTA and its elected officials, officers, employees, agents and contractors from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind resulting from the performance of work under this Agreement which infringes upon any patent, trademark or copyright that is protected by law.

SECTION 8: OWNERSHIP AND COPYRIGHTS

- 8.1. Ownership. Upon full payment of the Purchase Price, CTA will own the Work and have the right to sell, transfer, repair, maintain, remove, or relocate the Work, subject to the limitations in this Agreement.

- 8.2. Copyrights. Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright, and all other intellectual property rights in and to the Work, except as otherwise provided in this Agreement.

- 8.3. License.

8.3.1. Artist grants to CTA a permanent, royalty-free, worldwide limited license to publish and distribute photographs, drawings, digital media or other forms of reproductions of the Work as installed and formally accepted by CTA in any non-commercial manner whatsoever.

8.3.2. CTA's license shall include the right to make two-dimensional, three-dimensional, and all other forms of reproductions of the Work, including, but not limited to, reproductions used in tee shirts, post cards, posters, ornaments, brochures, media publicity, exhibition catalogues or other similar publications, provided that these reproductions are exercised in a tasteful and professional manner. CTA agrees that any three-dimensional reproductions of the Work shall be twenty-four inches or less in height. Artist shall not be entitled to any proceeds or royalties generated by CTA related to the Work and/or its reproduction uses.

8.3.3. The graphic or photographic depiction or reproduction of the artwork(s) on materials designed to market or promote CTA, or any other function or property of CTA, shall be deemed to be a non-commercial use. CTA may authorize Carson City, or any other State of Nevada or local Nevada government agency/non-profit, to reproduce the Work under this license subject to the same permissions and limitations that limit CTA's reproduction of the Work.

8.3.4. In the event CTA's use of the Work creates a trademark, service mark or

trade dress right in connection with the Work, CTA shall have an exclusive and irrevocable right in such trademark, service mark or trade dress.

8.3.5. The Work is located in a public space and is intended to become a recognizable landmark or feature of Carson City. For this reason, any photographing or other reproduction or depiction of the Work, whether by the general public or by commercial television or film companies authorized by CTA to photograph, videotape or film in the public space, shall also be considered a non-compensable non-commercial use, intended to provide a setting for the film or television depiction, and thereby promote Carson City as a result of said depiction.

8.3.6. CTA's reproductions of the Work shall contain a credit to Artist in the following form:

"DRIVEN - A Monument to Connection" Sculpture by Artist/Firm Name

8.3.7. In any public showing of any photographs or graphic reproductions of the Work by Artist, CTA shall receive credit for ownership and commissioning, respectively, of the Work. Artist agrees to give credit in the following form:

"DRIVEN - A Monument to Connection" Sculpture by Artist/Firm Name, Carson City, Nevada

8.3.8. Should Artist decide to reproduce or license the reproduction of the Work in any way, Artist shall first obtain the written permission of the CTA to do so.

8.3.9. Artist hereby grants to CTA the right to use Artist's name, image, likeness, and biographical information in connection with the display or reproduction of the Work in promotional or advertising materials regarding CTA, Carson City or State. If so requested by CTA, Artist agrees to attend any inauguration or presentation ceremonies relating to public dedication of the Work.

8.3.10. While it is anticipated that the Work will remain located at a TBD location, CTA hereby reserves the right to make the Work available for temporary loan to government entities, public institutions, galleries, museums, and other artistic organizations for the purpose of exhibition to the public. CTA will not make a reproduction of the Work for such display without Artist's permission.

8.3.11. If for any reason the Work is not completed, all rights to the proposed Work shall be retained by Artist.

SECTION 9: VARA RIGHTS, ALTERATIONS AND MODIFICATIONS

9.1. Artist does not waive, and intends to assert, the various statutory rights provided under the federal Visual Artists Rights Act of 1990 (17 USC § 106A and 113(d)) and NRS Sections 597.720 through 597.760 (collectively "VARA"), including, without limitation, the rights of attribution and integrity. Provided, however, that the provisions of this Agreement shall supersede VARA and Artist waives VARA only to the limited

extent that this Agreement may provide a remedy or procedure different from VARA.

- 9.2. CTA agrees to take reasonable steps to properly clean, maintain and protect the Work after final acceptance.
- 9.3. If the Work is in need of restoration or repair, as determined solely by CTA, and the restoration or repair will modify the Work or compromise the artistic intent of Artist, CTA agrees to make a reasonable effort to consult with Artist on the restoration and repair of Work. CTA may proceed with restoration or repairs deemed necessary if CTA is unable to contact or come to an agreement with Artist concerning such restoration or repair within ninety (90) days after contacting Artist. Notwithstanding the foregoing, CTA shall have no obligation to restore the Work to its original or an acceptable condition, to compensate Artist for any assistance provided in connection with the restoration or to maintain the Work on public display. If the parties cannot reach an agreement as to the compensation for such assistance, CTA reserves the right to contract with another art conservator or artist for the restoration of the Work, or to proceed with such restoration without such assistance. As provided in VARA, modifications caused by the passage of time, the inherent nature of the materials or the result of conservation, lighting or placement in connection with public presentation do not require cleaning, maintenance, restoration or repair.
- 9.4. Future site development within the immediate vicinity of the Work could change the intended appearance and character of the Work. If CTA, in its sole discretion, believes that such future development will permanently change the appearance or character of the Work, CTA will attempt to notify Artist in writing of the intended significant change in the immediate vicinity of the Work, and to the extent practicable consult with Artist in planning the change.
- 9.5. CTA will make a reasonable attempt to notify Artist in writing if for any reason the Work must be removed or moved to a new location. Artist may advise or consult with the CTA regarding any such removal or moving of the Work.
- 9.6. During Artist's lifetime, CTA will not intentionally destroy or alter the Work in any way whatsoever without first making a reasonable effort to locate and to inform Artist, and to obtain Artist's written permission, if possible. If CTA no longer wants to publicly display the Work, CTA may elect in its sole discretion to keep and store the Work as part of its permanent art collection or to offer the Work to Artist. If CTA offers the Work to Artist and Artist declines the Work or does not respond for ninety (90) days, CTA may keep and store the Work, or dispose of the work in any manner, in its sole discretion including, without limitation, by donation or sale to any person or entity, or subsequent destruction of the Work. If CTA sells the Work, Artist shall not be entitled to any proceeds or royalties from such sale.
- 9.7. If CTA reasonably determines that the Work presents an imminent hazard to the public, CTA may authorize the removal of the Work without the prior approval of Artist but shall notify Artist of the removal of the Work.
- 9.8. If any significant alteration occurs to the Work after it is formally accepted by CTA,

whether such change is intentional, unintentional, or malicious, and if Artist makes a written request to CTA that the Work no longer be represented as the work of Artist, then CTA will no longer represent the Work as the work of Artist.

SECTION 10: INSURANCE, INDEMNIFICATION AND LIABILITY LIMITATIONS

10.1. Risk of Loss or Damage. Artist shall assume all risk of loss or damage to the Work prior to completion of installation. CTA shall assume all risk of loss or damage to the Work after completion of installation of the Work, provided such loss or damage is not the fault of Artist. Upon CTA's ownership of the Work, all risk of loss or damage shall be CTA's.

10.2. Insurance Requirements (Generally)

10.2.1. Artist must, at Artist's sole expense, procure, maintain and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified in this Section 10 and pay all taxes and fees incident hereunto. CTA will not issue a Notice to Proceed before (1) Artist has provided the required evidence of insurance to CTA, and (2) CTA has approved the insurance policies provided by Artist. Any insurance or self-insurance available to CTA under CTA's coverage(s) shall be in excess of and non-contributing with any insurance required from Artist.

10.2.2. Artist's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by CTA, Artist shall provide CTA with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Artist has knowledge of any such failure, Artist shall immediately notify CTA and immediately replace such insurance or bond with an insurer meeting the requirements.

10.2.3. By endorsement to the general liability insurance policy evidenced by Artist, CTA, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Agreement. An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to CTA to evidence the endorsement of CTA as an additional insured. Each liability insurance policy, except for professional liability, shall provide for a waiver of subrogation in favor of CTA. All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

10.2.4. Insurance maintained by Artist shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by CTA. Such approval shall not relieve Artist from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless

otherwise approved by CTA.

- 10.2.5. Except for ten (10) calendar days' notice for non-payment of premium, Artist or its insurers must provide thirty (30) calendar days prior written notice to CTA if any policy will be canceled, non-renewed or if required coverage and /or limits reduced or materially altered. When available, each insurance policy shall be endorsed to provide thirty (30) days' notice of cancellation, except for ten (10) days' notice for non-payment of premium, to CTA.
- 10.2.6. Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.
- 10.2.7. Compliance with the insurance requirements of this Agreement shall not limit the liability of Artist or their sub-contractors, employees or agents to CTA or others, and shall be in addition to and not in lieu of any other remedy available to CTA under this Agreement or otherwise. CTA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
- 10.2.8. Artist waives all rights against CTA and its agents, officers, directors and employees for recovery of damages to the extent the damages are covered by insurance obtained by Artist or Artist's contractors, subcontractors, or agents.
- 10.2.9. Artist must require any contractors, subcontractors and agents to obtain and maintain commercial general, automobile, and workers' compensation insurance with minimum coverages as provided herein. In addition, any contracted or subcontracted architects, engineers, or land surveyors must maintain professional liability insurance applying to all activities performed under this Agreement with limits not less than \$1,000,000 and \$2,000,000 in the aggregate for the term of this Agreement and for a period of three (3) years after completion of the Work.
- 10.3. Commercial General Liability Insurance. Artist must maintain commercial general liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. CGL insurance must cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Carson City, Nevada, its officers, employees and immune contractors shall be included as an additional insured under the CGL or commercial umbrella insurance, as applicable. Artist's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CTA. There shall be no endorsement or modification of the CGL to make it excess over other available

insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

- 10.4. Automobile Insurance. Artist must maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage that covers liability arising out of owned, hired, and non-owned autos (as applicable).
- 10.5. Worker's Compensation. Artist and Artist's contractors, subcontractors and agents shall provide workers' compensation insurance as required by applicable law with a minimum limit not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. Artist may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that Artist is a sole proprietor; that Artist will not use the services of any employees in the performance of this Agreement; or that Artist is otherwise in compliance with the terms, conditions and provisions of applicable workers' compensation law. CTA's workers' compensation insurance does not cover Artist or the employees of any contractor, subcontractor, or agent of Artist.
- 10.6. Indemnification.
 - 10.6.1. 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.
 - 10.6.2. Except as otherwise provided in this Subsection (Indemnification), the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified Party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying Party, along with (1) a written request for a legal defense for such pending claim(s) or cause(s) of action; and (2) a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified Party implicates the culpable conduct of the indemnifying Party, its officers, employees, and/or agents.
 - 10.6.3. After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party, including counsel through which the indemnified Party might voluntarily choose to participate in its defense of the same matter.

10.6.4. After the indemnifying Party has begun to provide a legal defense for the indemnified Party, the indemnifying Party shall be obligated to reimburse the reasonable attorney fees and costs incurred by the indemnified Party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

10.7. Limited Liability. CTA 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. Damages for any CTA breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to Artist, for a progress payment that has been invoiced, but not yet paid, at the time of the breach.

SECTION 11: MISCELLANEOUS

11.1. Licensing.

11.1.1. Artist represents that neither the execution of this Agreement nor the rendering of services by Artist hereunder will violate the provisions of or constitute a default under any other contract or agreement to which Artist is a party or by which Artist is bound, or which would preclude Artist from performing the scope of work or which would impose any liability or obligation upon CTA for accepting the Work.

11.1.2. Before commencing with the fabrication and installation of the Work, Artist or Artist's contractors and subcontractors shall obtain all necessary federal, state, and local licenses, certifications, registrations, permits and licenses as may be necessary. Artist, at Artist's sole expense, must comply with all applicable building codes, laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Safety and Health Act. Artist must obtain any and all permits or approvals required for installation of the Work. If Artist performs any work that is contrary to any such law, ordinance, rule or regulation, Artist shall bear all costs arising therefrom.

11.2. Taxes. Artist shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Agreement. Artist shall make any and all payroll deductions required by law. Artist agrees to indemnify and hold CTA harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

11.3. Advertising. Artist shall not publish or sell any information from or about this Agreement without the prior written consent of CTA. This restriction does not apply to the use of CTA's name in a general list of customers, so long as the list does not

represent an express or implied endorsement of Artist. CTA's logo may not be used without the prior written consent of CTA.

- 11.4. 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.
- 11.5. Time. All Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- 11.6. Waiver of Default. Waiver of any default shall not be deemed a waiver of any substantial 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 with the same formality and equal dignity herewith and attached to the original Agreement.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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 by reply email acknowledgement, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To CTA: Chris Kipp, Operations & Finance Manager
Carson City Culture and Tourism Authority
716 N. Carson Street, Suite A
Carson City, NV 89701
Email: ckipp@visitcarsoncity.com
Phone: (775)283-7682

To Artist: Artist Name
 Street Address
 City, State, Zip
 Email:
 Phone:

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

Notice shall be deemed given on the date of personal delivery by hand, or the date of receipt of email or facsimile transmission (with verification of receipt), on the date delivery is refused, if applicable, or on the date of mailing if by U.S. return receipt mail.

- 11.10. Public Records Requests. Pursuant to NRS 239.010, CTA information or documents may be open to public inspection and copying. CTA will have the duty to disclose particular information or documents, unless they are made confidential by law or a common law balancing of interest. Artist may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 332.061, provided that Artist thereby agrees to indemnify and defend CTA for honoring such a designation. The failure to so label any document that is released by CTA shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
- 11.11. 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, and to a prevailing party reasonable attorney's fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour.
- 11.12. 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.
- 11.13. 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.
- 11.14. 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. Artist is an independent contractor that agrees to perform the scope of work for a fixed price according to their 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. Artist 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 Artist under this Agreement shall be those of Artist. No Party or its employees, agents, or representatives shall be considered employees, agents, or representatives of any other Party.

- 11.15. Assignment. 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.
- 11.16. 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.
- 11.17. 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.
- 11.18. 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.
- 11.19. Survival. Sections 4, 7, 8, 9, 10 and 11 of this Agreement shall survive the termination of this Agreement.

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

12. ACKNOWLEDGMENT AND EXECUTION:

This Contract may be executed in counterparts. The parties hereto have caused this Contract to be signed and intend to be legally bound thereby as follows:

CTA

Carson City Cultural & Tourism Authority Board Chair
c/o: Chris Kipp, Operations & Finance Manager
Carson City Cultural & Tourism Authority
716 North Carson Street, Suite A
Carson City, Nevada 89701
Telephone: 775-283-7682
ckipp@visitcarsoncity.com

CTA'S LEGAL COUNSEL

Carson City District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Andrew Reno, CCCTA Chair

By: _____
Supervising Deputy District Attorney

Dated _____

Dated _____

ARTIST will not be given authorization to begin work until this Contract has been signed by Carson City Culture & Tourism Authority

BY: David Peterson
CCCTA Executive Director

By: _____

Dated _____

For CTA Use Only	
CCBL expires	_____
NVCL expires	_____
GL expires	_____
AL expires	_____
WC expires	_____

Undersigned deposes and says under penalty of perjury: That he/she is **ARTIST** or authorized agent of **ARTIST**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions and requirements thereof.

ARTIST
BY:
TITLE:
FIRM:
CARSON CITY BUSINESS LICENSE #:
Address:
City: **State:** **Zip Code:**
Telephone:
E-mail Address:

(Signature of Artist)

DATED _____

