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Agreement for Services

This Agreement (the "Agreement") is made and entered onto as of this 9th day of July 2025, by and between the Reno-Sparks Convention & Visitors Authority ("RSCVA"), a political subdivision of Washoe County, State of Nevada and Build Our Center, Inc. ("OUR CENTER").

The event's use of RSCVA funding dollars in their advertising and promotional efforts must positively highlight the communities of Reno, Sparks, Incline Village/Crystal Bay and Washoe County as an attractive place to live, work and play. Event messaging should support the RSCVA brand (Reno Tahoe), not contradict it, and should never convey a negative parody of the destination, even if unintentional. Violation of this policy could result in revoking the funding award.

Recitals

(A) Whereas, the RSCVA and OUR CENTER desire to enter into an agreement, whereby OUR CENTER will produce a special event commonly known as Northern Nevada Pride to be held in Reno on September 6, 2025;

(B) Whereas, RSCVA desires to enter into an agreement and engage in a partnership agreement with OUR CENTER on the terms and conditions provided in this Agreement;

Now, therefore, for valuable consideration, receipt of which is hereby acknowledged, RSCVA and OUR CENTER hereby agree as follows:

1. Term.

Unless otherwise terminated as set forth herein, this Agreement is effective as of July 9, 2025, and will expire on October 21, 2025, without notice or other action by either party hereto.

2. Services.

OUR CENTER shall provide the following sponsor benefits and services during the term of the Agreement to the RSCVA:

Reno Tahoe Logo Placements:

- Advertising
- Sponsor banners

Digital Promotions:

- Digital ad on event website
- Reno Tahoe logo/link to be included in event's e-blasts
- Reno Tahoe will provide digital assets for event's use as follows:
    - Include choice of digital asset(s) on the "About" page, "Travel" page or similar page on event's website
    - Reno Tahoe logo/link listed in "Sponsor" section of event's website
    - Share Reno Tahoe promo video/image and messaging with associated links on social media platform before event's run dates

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Miscellaneous:

- Full-page ad in Pride Guide
- Six Headliner Meet-and-Greet passes
- Six tickets to VIP Tent
- Six tickets to Kick-Off Party
- Reno Tahoe banner placement (up to four)
- Up to a 10x20 booth space
- Main Stage sponsor acknowledgement
- Up to two :30 second radio ads on the Main Stage

Initial
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Recipient Initials acknowledging that these deliverables can be met in relation to the contracted event dates.

3. Payment.

In consideration of the above-described sponsor benefits, the RSCVA agrees to pay OUR CENTER a total of $10,000. Payment to be made upon receipt of signed contract and satisfaction of the following conditions:

(a) RSCVA will tender payment of the initial $5,000 within fifteen (15) calendar days of the completion and receipt by the RSCVA of the following items:

i. One copy of this contract executed by OUR CENTER
ii. W-9 for the organization that will receive payment
iii. Invoice for $5,000
iv. Confirmation of partnerships with at least two (2) Washoe County lodging properties in the form of written agreements or other documentation as may be required by the RSCVA.

Advance payment of any portion of the funding award is with implied agreement from OUR CENTER that the required insurance certificates, detailed in Section 5. Insurance will be provided to RSCVA no less than 14 days prior to the start of event. Failure to supply the required insurance documents by the deadline could result in all, or a portion of, the remaining funding award balance to be withheld. Certificates are reviewed by RSCVA's insurance provider to verify they meet contract specifications. If incomplete, OUR CENTER agrees to amend certificates to the satisfaction of the RSCVA and their insurance provider prior to event start date.

(b) RSCVA will tender payment of the balance of the award equal to $5,000 (the "Balance") within fifteen (15) days of receipt of the following:

i. Invoice for $5,000
ii. A post-event report (the "Post Event Report") to include attendance and room night estimates and confirmation of efforts implemented with funding. In addition, event will verify that all contracted RSCVA sponsorship amenities were received and provide samples of collateral pieces, broadcast and social media messaging with the Reno Tahoe logo and/or brand mention, press releases, analytics of RSCVA messages and other items that may be requested by RSCVA. The form to be utilized for the Post Event Report will be provided to OUR CENTER by RSCVA.

The invoice for the Balance and Post Event Report, including all required ancillary documentation, must be received by the RSCVA no later than forty-five (45) calendar days after conclusion of the event. If the foregoing items are not received by the RSCVA within forty-five (45) calendar days of the conclusion of the event, the RSCVA shall have no obligation to tender payment of the Balance, and OUR CENTER shall be deemed to have waived

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any claim to payment of the Balance by the RSCVA.

Initial

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Recipient Initials acknowledging that failure to timely provide the foregoing items will result in recipient's forfeiture of the Balance.

4. Termination.

Either party may terminate this Agreement for "cause" by providing thirty (30) days' notice, in writing, to the other party. The party being notified of termination has a 30-day period to cure said "cause". Upon the expiration date of said notice, and if the "cause" has not been addressed, this Agreement shall become of no further force or effect whatsoever and each of the parties shall be relieved and discharged herefrom. Should this Agreement be terminated, and the event canceled, OUR CENTER shall reimburse to RSCVA all payments made pursuant to Section 3 of this Agreement within thirty (30) days after the proposed date of the event.

5. Insurance.

At all times during the Agreement Term, OUR CENTER shall procure and maintain, at its sole expense the following insurance coverage:

(a) **Commercial General Liability** at least as broad as Insurance Services Office policy form CG 00 01 12/07, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Contractors, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments. The limits of liability shall not be less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) general aggregate for both bodily injury and property damage.

i. The policy shall include the RSCVA and its agents, beneficiaries, partners, employees, as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 07/04.

ii. The policy shall provide that coverage is provided on a primary basis, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

(b) **Automobile Liability** at least as broad as Insurance Services Office Business Auto Coverage Form CA00 01, or equivalent, providing coverage for Bodily Injury and Property Damage resulting from the ownership, maintenance or use of any auto, whether owned, rented or hired or non-owned. The limit of liability shall not be less than One Million Dollars ($1,000,000) combined single limit (CSL) for bodily injury and property damage.

(c) **Workers' Compensation and Employer's Liability** at least as broad as National Council on Compensation Insurance (NCAA) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada.

(d) **Form of Coverage.** All such insurance maintained by OUR CENTER shall be:

i. Issued by insurance companies authorized to do insurance business in the State of Nevada,
ii. Issued by insurance companies with current A.M. Best financial ratings of at least A X or better
iii. Satisfactory in form and substance to RSCVA.

All insurance shall provide that the policy shall not be canceled, nor shall coverage be reduced thereunder until after thirty (30) days written notice to RSCVA at Reno-Sparks Convention & Visitors Authority, Post Office Box 837, Reno, Nevada 89504-0837.

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OUR CENTER shall deposit each policy or a certificate thereof with RSCVA no less than fourteen (14) days prior to the commencement of the event.

6. Independent Contractor Status.

(a) **Relationship**. OUR CENTER shall always provide the Services as an independent contractor of the RSCVA, and the relationship of the parties is not under any circumstances whatsoever to be deemed, nor is it the intent of the parties hereto, to be construed as a joint venture or partnership.

(b) **Payment of Taxes**. OUR CENTER, as an independent contractor, shall pay and be solely responsible for all the following: SIIS, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns, form 941), and all other local, state or federal taxes it may be obligated to pay as an independent contractor, including all corporate fees of OUR CENTER. OUR CENTER agrees it shall have no right, demand, or claim under this Agreement or by reason of the relationship between RSCVA and OUR CENTER for SIIS compensation, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns, form 941), or any corporate fees. OUR CENTER hereby forever relinquishes any-and-all rights, demand and claim to any of the foregoing.

(c) **Waiver of Benefits**. OUR CENTER shall have no right to and hereby waives any right to any benefits RSCVA may provide its employees, officers or other contractors, including without limitation vacation and holiday time, sick leave, pension and profit-sharing plan contributions, life insurance, medical and/or health insurance, disability insurance, professional malpractice insurance or any other benefits RSCVA may from time to time provide to its employees, officers or other contractors.

7. Limited Liability/Indemnification.

OUR CENTER agrees to exercise its best judgment in its performance of the Services with a view to avoiding any claims, proceedings or suits being made or instituted against the RSCVA or OUR CENTER. OUR CENTER agrees to indemnify, defend and hold harmless the RSCVA from and against any-and-all claims, demands, actions, liabilities, and expenses including reasonable attorney's fees arising out of any act or omission of OUR CENTER or its agents.

This provision allocates the risks under this Agreement between OUR CENTER and RSCVA. OUR CENTER's pricing reflects the allocation of risk and limitation of liability specified below. OUR CENTER shall remain liable for bodily injury or personal property damage resulting from negligent or willful actions of OUR CENTER or OUR CENTER's employees or agents while on RSCVA premises to the extent such actions or omissions were not caused by RSCVA.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Media and Marketing Rights.

OUR CENTER agrees to grant RSCVA, its successors, affiliates and/or assigns, the exclusive right to utilize in any advertising or marketing materials all property and materials (including intellectual property) which are produced by reason of the terms of the Agreement, by or on behalf of the RSCVA, including but not limited to audio, video, photographs, negatives, and any other imagery produced during the special event. OUR CENTER further agrees to indemnify and hold the RSCVA harmless for any claims, demands, actions or proceedings, liabilities, costs and expenses (including, but not limited to, attorney fees) initiated by a participant of the special event for misappropriation of likeness, or any similar action.

In addition, OUR CENTER agrees to grant the RSCVA, its successors, affiliates and/or assigns, the right to use the trade name of Northern Nevada Pride in any advertising or marketing materials produced by the RSCVA.

9. Miscellaneous.

(a) **No Waiver of Rights**. Failure of a party at any time to require another party's performance of any obligation under this Agreement will not affect the right to require performance of that

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obligation at any later time. Any waiver of any breach of any provision of the Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

(b) **Entire Agreement**. This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by OUR CENTER and RSCVA.

(c) **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by OUR CENTER without the prior written consent of RSCVA.

(d) **Modification or Amendment.** It is agreed that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

(e) **Governing Law**. The validity, construction, performance and effect of this Agreement will be governed by the substantive laws of the State of Nevada. It is further agreed that any action, suit or judicial proceedings brought by either party against the other with respect to any matter arising out of or connected with this Agreement and/or the relationship of the parties, will be brought in a court located in the State of Nevada having competent jurisdiction, and that such court will have personal jurisdiction over the parties with respect to such action, suit or proceeding.

(f) **Severability.** In the event any of the provisions, or applications thereof, of this Agreement is 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.

(g) **Conflict of Interest.** No officer, member or employee of RSCVA and no member of its governing boards, councils or commissions shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Any violation of this provision shall be considered a material breach of this Agreement.

(h) **Attorney Fees and Expenses**. In the event either party shall file an action or proceeding against the other to enforce any provision or right hereunder, the prevailing party in such action or proceeding shall be paid by the other party thereto all reasonable costs and expenses incurred by such prevailing party in connection with such action or proceeding, expressly including, but not limited to, reasonable attorney fees. Such costs and expenses, including attorney fees, shall be included in any judgment or decree rendered in such action or proceeding.

(i) **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, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To RSCVA:
Tasha Holloway
Sr. Marketing Events Manager
Reno-Sparks Convention & Visitors Authority
PO Box 837
Reno, NV 89504

To OUR CENTER:
Jeromy Manke
President, Board of Directors
PO Box 54
Reno, NV 89504

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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 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.

In Witness Whereof, the undersigned have executed this Agreement on 7/9/2025.

OUR CENTER

Signed by:
Jeromy Manke
By: _____
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Jeromy Manke
President

RSCVA
Reviewed and submitted by:

DocuSigned by:
Tasha Holloway
_____
D67B16EB8A248E...
Tasha Holloway
Sr. Marketing Events Manager

Approved and executed by:

DocuSigned by:
_____
ADE44E8268BA470...
Mike Larragueta
President and CEO