



EXECUTIVE BOARD OF DIRECTORS MEETING
Conference call – 3rd Wednesday of February 2015
Wednesday, February 18, 2015
7:00 pm MST

Dial-in Information – Please dial
1-877-385-4099 Toll Free (Canada & USA)
Participant Access Code 9038816#

AGENDA

Call to Order

Welcome and Introductions

Roll Call

Approval of Previous Minutes
Denver – November 16, 2014

Reports of Executive Officers, Trustees Chair, and Trustees Division Vice-Chairs

Old Business

New Business

Review of Jack Daniels Contract
Review of WGRF 2015 Sponsorship Guide
Nevada Beverage Proposal
Selection of 501(c)(3) Outside Professionals
Request for WGRF 2016 Rodeo Director Candidates

Adjournment

IGRA Executive Board Meeting (Monthly Conference Call)

Wednesday February 18, 2015 @ 7:00 PM MDT 877-385-4099 Code: 9038816#

The IGRA President Bruce Gros called the meeting to order at 7:06 PM

Division II Trustee Chair was asked by the President to conduct roll call and take minutes, due to the advance notice on the absence of Secretary Pierre Cadieux and the notification of the Vice President being delayed on his routes.

Roll Call:

President- Bruce Gros – Present

Vice President - James Jenkins – Absent (notice)

Secretary - Pierre Cadieux – Absent (notice)

Treasurer - David Hill – Present

Division I Trustee Chair – Guy Puglisi – Present

Division II Vice-Chair – Chuck Browning – Present

Division III Vice-Chair – Mark Gurrola – Present

Division IV Vice-Chair AJ Vawter – Absent (notice)

Guests: Frank Thompson - OGRA Trustee, Barbara Bug – FGRA Trustee, & Patrick Terry – CGRA Trustee

President welcomed our guests and Executive Board members. He then advised the quorum was established and began the meeting with the agenda.

The November 16, 2014 Executive Board meeting minutes were moved for approval by Mark G. with a second made by David H. No discussion ensued, so the president called the vote and the minutes were approved unanimously.

Call for Reports:

President: Bruce Gros discussed the New York Expo would be happening with the assistance of AJ Vawter and we hope to have 7-8 people attending. Reviewing current merchandise inventory for opportunities to liquidate and use as promotional items. WGRF print materials will be available for distribution.

Vice-President: Not present (No report)

Treasurer: David mentioned the deposit of \$4500 to south Point has not been paid, nor requested. Bruce will review the contract, but believes we are still waiting for South Point to return the fully signed copy of the contract. Need to assure we get the deposit processed. David needs a check request or email to process the deposit.

Secretary – Not Present (No report)

Division I Trustee Chair: Updated the Executive Board on the perceived concern of the Judges on the Chute Dogging Rule in regard to the 60 second time limit. Stated the Trustees present voted to stand with the written rule. Scorekeepers and timers will track the 60 seconds from the start Judge's signal.

Stated there were some perceived officials' conduct concerns at the 2015 AGRA Rodeo that the Trustees would be taking under advisement.

After the AGRA Post-Rodeo meeting, The GSGRA Trustee brought forth stock issues for the 2015 GSGRA Palm Springs Rodeo and for the 2015 NGRA Rodeo. The stock contractor will more than likely be unable to find Riding Steers above the new 900 pound rule. The trustees present granted variances to these rodeos, and accepted updated rodeo applications.

It appears OGRA will also have the issues with Steer Riding Stock, and are requesting a Variance Request from the Trustees to use Jr. Bulls. Guy will take this under advisement to the Trustees.

Division II Trustee Vice-Chair: Nothing to report, but President Gros did point out the Increase in Contestant (14) and event entries (130) from last year and noted 15 new contestants – a trend we hope will continue to all rodeos in 2015.

Division III Trustee Vice-Chair: Has been reviewing the Associations web sites for compliance and Little Rock will be the first Rodeo in April.

Division IV Trustee Vice-Chair: Not Present (No report)

Close of reports

President Calls New Business:

Jack Daniels Contract for WGRF 2015

Motion to approve by Chuck B., Second made by Guy P.

Amendments: First line change Januray to January, Page 1 line 5 Update Zip from 80045 to 80046, Page 2 line 9 update zip from 80445 to 80046, Page 3 line 5 (F) change PRCA to IGRA, Page 3 line 23 update zip from 80445 to 80046, Page 3 line 25 change Ed Barry to Bruce Gros. Bruce to request and research flexibility with the terminology “ *Official and Exclusive Spirit Sponsor of the Rodeo*”. Amendments approved by the makers of the motion and second. After discussion, the President called the vote, and motion passes.

World Gay Rodeo Sponsorship Guide: President Gros directed the board to the 2015 proposed sponsorship guide from the 2015 WGRF Committee. Stated the photos would not be the ones used, just as example. After discussion the Executive Board accepted the committee recommendation.

Nevada Beverage Proposal: President Gros update the Executive Board on behalf of Laura Scott. There is much enthusiasm from the Local Bud Light distributor and others – most are waiting on the final WGRF Sponsorship Guide. She also has a local Vet Contact that should help reduce expenses and Toyota will be meeting with her soon as another opportunity.

Selection of 501(c) 3 Outside Professionals: President Gros reviewed the two proposal and guided the board to the attachments.

- Reinhard CPA’s LLC proposal outlines required bylaw amendments, composition changes, conflict of interest policy, and detail on compensation of officers / directors / trustees. They proposed a fee of \$150 to amend our Articles of Incorporation, \$500 for the preparation / completing form 1023, and the \$850 IRS Filing fee.
- Merry Balson (Wade Ash Woods Hill & Farley P.C.) Hourly rate of \$300 & \$165 for paralegal. Estimate a range of \$8000-10,000 depending on the work. (Requires ½ of their fee as retainer)

Motion by Chuck B.: Approve Reinhard CPA’s LLC proposal on amending our Articles of Incorporation, then submitting recommended changes to 2015 IGRA Convention for approval. Second was made by Guy P. After more discussion, Guy P. moved to send the motion to the IGRA Board of Directors, second made by Chuck B. President Gros called for the vote, and the motion passed. Will add to the April BOD Meeting Agenda.

Request for WGRF 2016 Rodeo Director Candidates: President Gros brought up the 2016 Rodeo Director “5 year program” and outlined the current directors reminding the Executive Board it was their responsibility to handle the ‘movements”.

2015 WGRF Directors:

Clark Monk – Committee Chair (5 years)

Robert Thurtell – Rodeo Director (4 years)

Lisa Smith – 1st Assistant Rodeo Director (4 years)

And in no particular order: (Rodeo Directors at Large):

Tommy Channel (4 or 5 years) Judy Munson (1st year) Laura Scott (2nd year)

After some discussion and training on new board members, Guy P. Made the motion and Mark G. made the second:

1. Seek a response from the current WGRF Committee on their recommendation for the 2016 WGRF Committee
2. Seek responses from the “at large directors” on their desire to remain directors and be assigned places in the customary rotation.
3. Invite or seek anyone outside the committee that may be interested in participating in the WGRF committee.
4. Executive Committee to complete performance evaluations on the current WGRF Rodeo Directors
5. Consider the above at the April Executive Board meeting in Little Rock.

Seeing no other business, President Gros adjourned the meeting at 8:15 PM MDT.

Respectfully submitted,

Chuck Browning, SGRA Trustee / Div. II Vice-Chair

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is made on this 24th day of January, 2015, by and between Brown-Forman Corporation ("Sponsor"), on behalf of its Jack Daniel's® Tennessee Whiskey brand (the "Brand"), with its principal place of business located at 850 Dixie Highway, Louisville, KY 40210 and International Gay Rodeo Association ("Organizer"), with its principal place of business located at P.O. Box 460504, Aurora, CO 80045. Sponsor and Organizer shall sometimes be referred to herein as the "parties."

RECITALS

WHEREAS Organizer organizes, operates, and promotes an event called the World Gay Rodeo Finals, scheduled to occur on October 9-11, 2015 at South Point Casino, 9777 Las Vegas Blvd South, Las Vegas, NV 89183 ("the Event"); and

WHEREAS, Sponsor desires the right to promote its Brand as a named sponsor of the Event;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

TERMS

1. Term. This Agreement will commence on the date specified above and will expire on October 12, 2015 ("Term").

2. Organizer's Obligations. For the Term of this Agreement, Organizer agrees to the following:

A. Event Development and Production. Organizer will develop and produce the Event, as permitted by law, and in accordance with Brown-Forman Corporation's Marketing, Advertising and Promotional Policy for Beverage Alcohol, which may be amended from time to time, attached as Exhibit A and incorporated herein by reference ("Guidelines"). Additionally, Organizer will be responsible for all activities necessary to operate the Event, including but not limited to obtaining all necessary permits, setting up the Event, promoting the Event, and conducting any other activity necessary to operate the Event. Organizer will receive all profits from ticket sales to the Event.

B. Advertising and Promotion. Organizer shall provide the following advertising and promotional consideration to Sponsor:

- 1) Recognize Sponsor as the *Official and Exclusive Spirit Sponsor of the Rodeo.*
- 2) Sponsor will display one (1) banner on one chute gate.

- C. Attendance Requirements. Prior to Event, Organizer shall provide to Sponsor reliable demographic data showing that at least 71.6% of the Event's attendees are at or above the legal drinking age.

3. Consideration. In consideration of the foregoing, Sponsor agrees to pay Organizer \$2,500 (two thousand five hundred dollars and zero cents) by check or wire fund transfer to "International Gay Rodeo Association" at:

International Gay Rodeo Association
PO Box 460504
Aurora, CO 80445
ATTN: Bruce Gros

4. Cancellation of Event. In the event the Event is rescheduled from its original date(s), both parties to this Agreement will continue to be entitled to all rights and obligations of the terms and conditions contained herein with respect to the reschedule Event. If the Event is unable to be rescheduled for reasons beyond the control of either party, Sponsor shall be entitled to certain make-goods, to be mutually agreed to by the parties, including a refund of any consideration or fees previously paid to Organizer with respect to the cancelled Event.

5. Force Majeure. Subject to paragraph 4 above, if Organizer or Sponsor is prevented from performing any of their obligations under this Agreement that is beyond their control as a result of an event of force majeure, such as an Act of God, fire, flood, earthquake, war, embargo, strikes, labor disputes, explosions, riots, or laws, rules or regulations of any governmental authority to which such entity is subject, or any other cause that is beyond the control of the affected party, then Organizer and Sponsor shall be excused from any further performance of their obligations under this Agreement.

6. Default. No failure by either party to perform any of its obligations hereunder shall be deemed a breach hereof, unless the non-breaching party gives the breaching party written notice of such failure and the breaching party fails to cure such nonperformance within thirty (30) days after its receipt of such notice. If the noticed default or breach is timely cured, then performance shall continue under this Agreement as if no default or breach had occurred. If there is no timely cure, then the party giving such notice may pursue any and all legal remedies available to it for the default or breach, including termination if the default or breach is material.

7. Termination. This Agreement shall terminate at the expiration of the Term. Upon mutual written agreement, the parties may agree to terminate or amend this Agreement prior to the expiration of the Term. Either party may terminate this Agreement immediately upon occurrence of one of the following:

- A. The other party's material breach, which is not remedied within thirty (30) days after receipt of written notice of such breach;
- B. Dissolution or liquidation of the other party;

- C. Appointment of a trustee or receiver for the other party;
- D. Bankruptcy or insolvency proceedings under federal or state law, whether voluntary or involuntary, that are commenced by or against the other party;
- E. An assignment by either party for the benefit of creditors;
- F. Organizer or the Event becomes a non-sanctioned PRCA event; or
- G. Organizer permits any other spirit brand to hang signage in the arena or on the rodeo grounds, or advertise on any supported print material.

In the event of termination of this Agreement, if Sponsor has advanced payment to Organizer, in whole or in part, then Organizer shall refund the entire amount advanced to the Sponsor.

8. Notices. All notices or other communications required or permitted hereunder shall be in writing to the addresses below, and shall be (a) personally delivered, (b) sent by registered or certified mail, return receipt requested, or (c) sent by overnight commercial carrier, such as, among others Federal Express. Any such notice or other communication shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, on the date of delivery as shown by the addressee's registry or certification receipt; (iii) if sent and delivered by overnight commercial carrier, one (1) business day after the date of delivery of such communication to such carrier as marked thereon, with applicable charges prepaid.

If to Organizer:

International Gay Rodeo Association
PO Box 460504
Aurora, CO 80445
ATTN: Ed Barry

If to Sponsor:

David Stang
AVP Director of Events, Sponsorships & Home Place
Brown-Forman Corporation
850 Dixie Highway
Louisville, KY 40210

With a copy to:

Brown-Forman Corporation
Attention: Amanda Main
Senior Attorney
850 Dixie Highway

Louisville, KY 40210
Tel: 502 774-7814
Fax: 502 774-7188

9. Trademarks.

A. All Sponsor's and Brand's logos, taglines, labels and other designs and product identification (collectively "Sponsor's Trademarks") are Sponsor's property. The use of any Sponsor's Trademarks shall inure to Sponsor's benefit, and all rights in Sponsor's Trademarks under trademark or copyright law or any other basis shall be Sponsor's exclusive property. Sponsor hereby grants to Organizer, subject to the terms and conditions of this Agreement, the nonexclusive, non-assignable and non-transferable right to use Sponsor's Trademarks for the Term in connection with the Event, subject to the terms of this Agreement. All proposed uses of Sponsor's Trademarks shall be subject to Sponsor's review and prior written approval. Furthermore, Organizer agrees not to use the Sponsor's Trademarks in a manner that is derogatory to the Sponsor or Brand. Upon expiration of this Agreement's Term, Organizer shall cease all use of Sponsor's Trademarks as soon as practicable, but in any event within thirty (30) days, unless a particular medium requires a longer lead time, but in no event longer than ninety (90) days.

B. The Event name (without Sponsor's Trademarks) and all Event logos, taglines and other designs and Event identification (collectively "Organizer's Trademarks") are Organizer's property. The use of Organizer's Trademarks shall inure to Organizer's benefit, and all rights in Organizer's Trademarks under trademark or copyright law or any other basis shall be Organizer's exclusive property. Organizer hereby grants to Sponsor and its contractors for up to six (6) months from the date hereof (the "Promotion Period"), the nonexclusive, non-assignable and non-transferable right to use Organizer's Trademarks in connection with the Event, including but not limited to, the right and license to advertise, publicize, exploit, use and promote its sponsorship of the Event, or any portion thereof, in any manner and by any means or media, as pre-approved by Organizer for the purposes contemplated in this Agreement and subject to the terms of this Agreement. All trademarks or other materials supplied by Organizer to Sponsor shall be deemed approved by Organizer. Upon expiration of the Promotion Period, Sponsor shall cease all use of Organizer's Trademarks as soon as practicable, but in any event within thirty (30) days, unless the particular medium requires a longer lead time, but in no event longer than ninety (90) days. Sponsor's use of Organizer's Trademarks as provided in this paragraph 9 shall survive the expiration or termination of this Agreement.

C. Each party will be solely responsible for taking such actions as it deems reasonably appropriate to obtain trademark, service mark or copyright registration for its respective trademarks. All uses of or references to the trademarks shall inure to the benefit of the respective owner, and all rights with respect to the trademarks not specifically granted in this Agreement shall be and are hereby reserved to the respective owner. Each party acknowledges that the other is the exclusive owner of its own Trademarks, as defined above, and also acknowledges the validity and registration of those Trademarks. Neither party shall file register or record with any federal, state or local government or agency thereof any name, design or form that may be confused with any of the other's Trademarks. Moreover, neither party shall, during

the Term of this Agreement or anytime thereafter, contest the other party's exclusive ownership, validity, or registration of its own Trademarks, or assist anyone else in doing so. The parties agree to cooperate with each other in preventing any acts or trademark infringement or unfair competition with respect to any of their Trademarks, however, Sponsor shall have sole control over all actions and legal proceedings to suppress infringement and unfair competition with respect to any of Sponsor's Trademarks.

10. Representations and Warranties.

A. Organizer represents and warrants that it is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado; that it has all corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly authorized by all requisite corporate action, and no other corporate act or proceeding is necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; that it is not subject to nor obligated under its articles of incorporation or bylaws, or any applicable law, rule or regulation of any governmental authority, or subject to any order, writ, injunction or decree, which would be breached or violated by the execution, delivery or performance of this Agreement; that it is not under nor will it be under, any disability, restriction or prohibition with respect to its rights to fully perform in accordance with the terms and conditions of this Agreement; that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder; that it will fully comply with all federal state and local laws, rules and regulations and any tariffs, taxes or customs requirements applicable to its obligations and performance in connection with the Event and shall be solely responsible for any and all payments that may be due in connection therewith; that any materials it provides in connection with this Agreement will not infringe upon the copyright, patent, trademark, trade secret or other intellectual property rights of any third party; that it is not insolvent or in any danger of insolvency or bankruptcy and is not in dissolution proceedings; that there shall be no liens, claims or other interests which may interfere with, impair or be in derogation of the rights granted herein; and that it holds no beverage alcohol retail licenses, that the fee covered by this Agreement is not conditioned in any way upon any retail licensee's purchase or agreement to purchase any alcohol beverage products produced, sold or offered for sale by Sponsor, and that said sponsorship is not intended to and will not be used to induce any alcohol beverage retailer to purchase any of said products. Immediately following the execution of this agreement by Sponsor, but in no event more than thirty (30) days thereafter, Organizer shall provide Sponsor with executed copies of the Compliance Policy and Certification, the form of which is attached hereto as Exhibit B.

B. Sponsor represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; that it has all corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; that the execution, delivery and performance by it of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly authorized by all requisite corporate action, and no other corporate act or proceeding is necessary to authorize the execution, delivery and performance of this Agreement and the consummation of the

transactions contemplated hereby; that it is not subject to nor obligated under its certificate of incorporation or bylaws, or any applicable law, rule or regulation of any governmental authority, or subject to any order, writ, injunction or decree, which would be breached or violated by the execution, delivery or performance of this Agreement; that it is not under nor will it be under, any disability, restriction or prohibition with respect to its rights to fully perform in accordance with the terms and conditions of this Agreement; that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder; that it will fully comply with all federal state and local laws, rules and regulations and any tariffs, taxes or customs requirements applicable to its obligations and performance in connection with the Event and shall be solely responsible for any and all payments that may be due in connection therewith; that any materials it provides in connection with this Agreement will not infringe upon the copyright, patent, trademark, trade secret or other intellectual property rights of any third party; that it is not insolvent or in any danger of insolvency or bankruptcy and is not in dissolution proceedings; and that there shall be no liens, claims or other interests which may interfere with, impair or be in derogation of the rights granted herein.

11. Indemnification.

A. To the fullest extent permitted by law, Sponsor shall defend, indemnify, and hold harmless Organizer and its parents, affiliates, subsidiaries, licensees, successors and assigns, and the respective owners, officers, directors, agents and employees of each from and against all liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, other injuries (including but not limited to bodily injury, death, personal injury or mental anguish), or damages (including without limitation, reasonable attorneys' fees, expenses, court costs, expert fees) (collectively "Claims") to the extent directly caused by: (i) the non-performance of Sponsor's obligations hereunder following notice and failure to cure (excluding any claim to the extent Organizer is obligated to indemnify Sponsor with respect thereto arising under subparagraph B below); (ii) Sponsor's breach of alleged breach of any of its representations and/or warranties set forth in this Agreement; (iii) negligence or misconduct by Sponsor, its agents, employees, or independent contractors; (iv) any materials, products or services offered or supplied by Sponsor hereunder; and (v) any claim of infringement of a third party's intellectual property rights by Organizer due to its use of Sponsor's Trademarks as authorized by this Agreement.

B. To the fullest extent permitted by law, Organizer shall defend, indemnify, and hold harmless Sponsor and its parents, affiliates, subsidiaries, licensees, successors and assigns, and their respective owners, officers, directors, agents and employees of each from and against all liability, actions, claims, demands, judgments, penalties, fines, losses, property damage, other injuries (including but not limited to bodily injury, death, personal injury or mental anguish), or damages (including without limitation, reasonable attorneys' fees, expenses, court costs, expert fees) (collectively "Claims") to the extent caused by or arising out of: (i) the Event and associated events, including but not limited to Organizer's obligations under this Agreement (excluding any claim to the extent Sponsor is obligated to indemnify Organizer with respect thereto arising under subparagraph A above); (ii) Organizer's breach of any of its representations and/or warranties set forth in this Agreement; (iii) negligence or misconduct by Organizer, its agents, employees, or independent contractors; (iv) any materials, products or services offered or

supplied by Organizer hereunder, including the materials, products or services of any third parties that Organizer may hire or retain in conjunction with the Event; and (v) any claim of infringement of a third party's intellectual property rights by Sponsor due to its use of Organizer's Trademarks as authorized by this Agreement.

C. Organizer and Sponsor shall each be entitled to claim indemnity or contribution from the other if any judgment, claim suit, loss, damage, liability or expense for which it has provided indemnity is found to have arisen from or was contributed to by the other.

D. The indemnitor may assume, and if the indemnitee requests in writing shall assume, the defense of any Claim. The indemnitor shall allow the indemnitee to participate in the defense of any Claim at the indemnitee's own expense if the indemnitee notifies the indemnitor of its request to do so in writing. The indemnitee shall give the indemnitor prompt notice of any Claim that may fall within the ambit of this paragraph. If the indemnitee settles any Claim without the indemnitor's prior written consent, the indemnitor shall be released of any liability or obligation to the indemnitee under this paragraph; provided, however, that the indemnitor shall not be released of any liability or obligation to the indemnitee under this paragraph if the indemnitor has refused or failed to assume the defense of any Claim after the indemnitee has requested that it do so in writing.

12. Insurance. Throughout the Term, Organizer shall maintain, at its sole cost and expense, with financially responsible insurers having a rating of not less than A-X in the most recent edition of Best's Key Rating Guide, the following insurance:

A. *Comprehensive Automobile Liability Insurance.* Such insurance shall include liability coverage in the amount of \$2,000,000 (Combined Single Limit) covering any vehicle used in connection with this Agreement.

B. *Statutory Workers Compensation Insurance.* Such insurance shall include Employers Liability Coverage with limits as follows:

Bodily Injury by Accident \$1,000,000 (each accident);
Bodily Injury by Disease \$1,000,000 (policy limit);
Bodily Injury by Disease \$1,000,000 (each employee);

and shall contain a waiver of subrogation against Sponsor and its employees, officers, directors and licensees.

C. *Comprehensive General Liability Insurance.* Such insurance shall have a limit of liability of \$5,000,000 per each occurrence (Combined Single Limit). Such insurance shall include a Broad Form Comprehensive General Liability endorsement, coverage for host liquor liability, advertisers liability, the contingent liability of contractors and shall include contractual liability covering the provisions of this Agreement.

Such insurance shall, with the exception of workers' compensation insurance, name "Brown-Forman Corporation, its subsidiaries, divisions, employees, directors, officers, agents and licensees" as additional insureds on a primary and non-contributing basis. Upon execution of this Agreement, and thereafter prior to renewal, Organizer or its broker or insurers shall

provide Sponsor with certificates of insurance evidencing such coverage is in full force and effect. The certificate shall state that the insurance policies may not be materially modified or canceled without giving 30 (thirty) days advance written notice to certificate holder.

13. Relationship of the Parties. Each party is an independent contractor and the parties shall not have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary relationship or agency relationship between the parties for any purpose. In addition, neither party shall be deemed a joint employer of the other's employees. Neither party's employees shall be deemed "leased" employees of the other. Each party shall be solely responsible for the supervision of its employees and for the fulfillment of all obligations incumbent upon an employer with regard to its employees, including the withholding and payment of income taxes, statutory benefits, and social security taxes, and the provision of health, disability and other benefits or workers' compensation insurance.

14. Successors and Assigns. Neither party may assign its rights, nor delegate its obligations under this Agreement, without the prior written approval of the other party. This Agreement shall bind the parties, their respective successors and permitted assigns, and shall inure to the benefit of the other party, its successors and permitted assigns.

15. No Third-Party Beneficiary. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the Organizer and the Sponsor, and such agreements and assumption shall not inure to the benefit of the obligees of any indebtedness or any other party, whomsoever, deemed to be a third-party beneficiary of this Agreement.

16. Labor Unions. Organizer agrees to execute and fully comply with any union agreements it may enter into for the performance of its obligations hereunder.

17. Legal Compliance. Organizer agrees to comply with all federal, state and local laws and regulations regarding the Events in all States wherein it engages in activities on behalf of the Brand, as well as the Distilled Spirits Council of the United States, Inc.'s (DISCUS) Code of Responsible Practices for Beverage Alcohol Advertising and Marketing, which may be amended from time to time, attached as Exhibit C. These specific laws may affect the Event and its promotion. Under no circumstance will either party knowingly implement the Event or its promotion if it is prohibited from doing so by federal, state, or local laws.

18. Time. Time is of the essence in the performance of this Agreement.

19. Governing Law. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky without regard to its conflicts or law principles. Any dispute involving this Agreement or its terms shall be heard in the state or federal courts located in Jefferson County, Kentucky.

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, arrangements, representations, and communications, whether oral or written, regarding the subject matter of this Agreement.

21. Amendment or Modification. No modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the duly authorized representatives of the parties, and specifying with particularity the nature and extend of such modification or amendment.

22. Severability. In the event that any term, condition or covenant contained in this Agreement is held to be invalid, any such invalidity shall not affect the validity and enforceability of any other term, condition, or covenant contained herein, which other terms shall remain in full force and effect. The provisions of this Agreement are for that purpose deemed to be severable. If any part of this Agreement is determined by a court of competent jurisdiction or a duly appointed arbitrator(s) to be unenforceable, the parties agree that such court or arbitrator(s) shall substitute a reasonable, judicially enforceable limitation in place of the offensive part of this Agreement, which limitation reflects the intent of the parties as closely as possible, and that, as modified, the Agreement shall be fully enforceable as if set forth herein by the parties themselves in modified form.

23. Headings; Exhibits. The Article, Section, and Paragraph headings used in this Agreement are for reference purposes only, and should not be used in construing this Agreement. Any Exhibit attached to this Agreement is incorporated herein by reference and expressly made a part of this Agreement for all purposes. References to any Exhibit in this Agreement shall be deemed to include this reference and incorporation.

24. Survival. The terms of this Agreement that expressly or by implication continue in force notwithstanding its termination or expiration shall so continue in force.

25. Counterparts and Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute one Agreement.

26. Authority. The parties agree and warrant that the undersigned individuals have been granted the authority to bind the Sponsor and Organizer to this Agreement.

27. No Waiver. The failure of either party to object to or to take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct.

28. Right to Renew. Sponsor has the unconditional right to renew this Agreement with Organizer for the subsequent Rodeo on the same terms as set forth in this Agreement, which it may exercise by sending Organizer reasonable notice of its intent to do so. If Sponsor chooses not to renew this Agreement, then Organizer is free to solicit other sponsors for a similar sponsorship agreement for the subsequent Event, if any.

THIS AGREEMENT is entered into as of the date first written.

International Gay Rodeo Association

By: _____

Title: _____

Date: _____

Brown-Forman Corporation:

By: _____

Title: _____

Date: _____

EXHIBIT A

[Brown-Forman Corporation's Marketing, Advertising and Promotional Policy for Beverage Alcohol, attached]

EXHIBIT B
STATEMENT OF COMPLIANCE POLICY

It is the policy of all sales divisions of Brown-Forman Corporation (“Brown-Forman”) to comply with all federal and state laws regulating alcoholic beverages. Brown-Forman purchases advertising and participates in other promotional arrangements, including sponsorships, solely on the basis of receipt of advertising or promotional value commensurate with the cost incurred by Brown-Forman. No such purchase or participation is dependent upon, is in any way conditioned upon, or is intended to induce, any beverage alcohol retailer’s purchase of any Brown-Forman products. Brown-Forman neither requires nor expects any person with whom it enters into advertising or promotional arrangements to purchase Brown-Forman products for resale to consumers or to require any beverage alcohol retailer to do so as a part of or as consideration for Brown-Forman’s purchase of advertising or promotional services. Brown-Forman recognizes that in all cases the retailer retains full and independent discretion to determine what beverage alcohol products it will purchase, whether they are Brown-Forman products or the products of any other industry member.

Please sign below to certify that you understand Brown-Forman’s Compliance Policy.

CERTIFICATION

I certify that I understand that Brown-Forman does not condition its purchase of any advertising display, sponsorship rights, distribution service, or its participation in any promotional arrangements on any retailer’s purchase of alcoholic beverages sold or offered for sale by Brown-Forman; and that no such purchase or participation by Brown-Forman will induce any retailer to purchase alcoholic beverages sold or offered for sale by Brown-Forman, but that any purchase of alcoholic beverages by any retailer will be the result of independent business considerations.

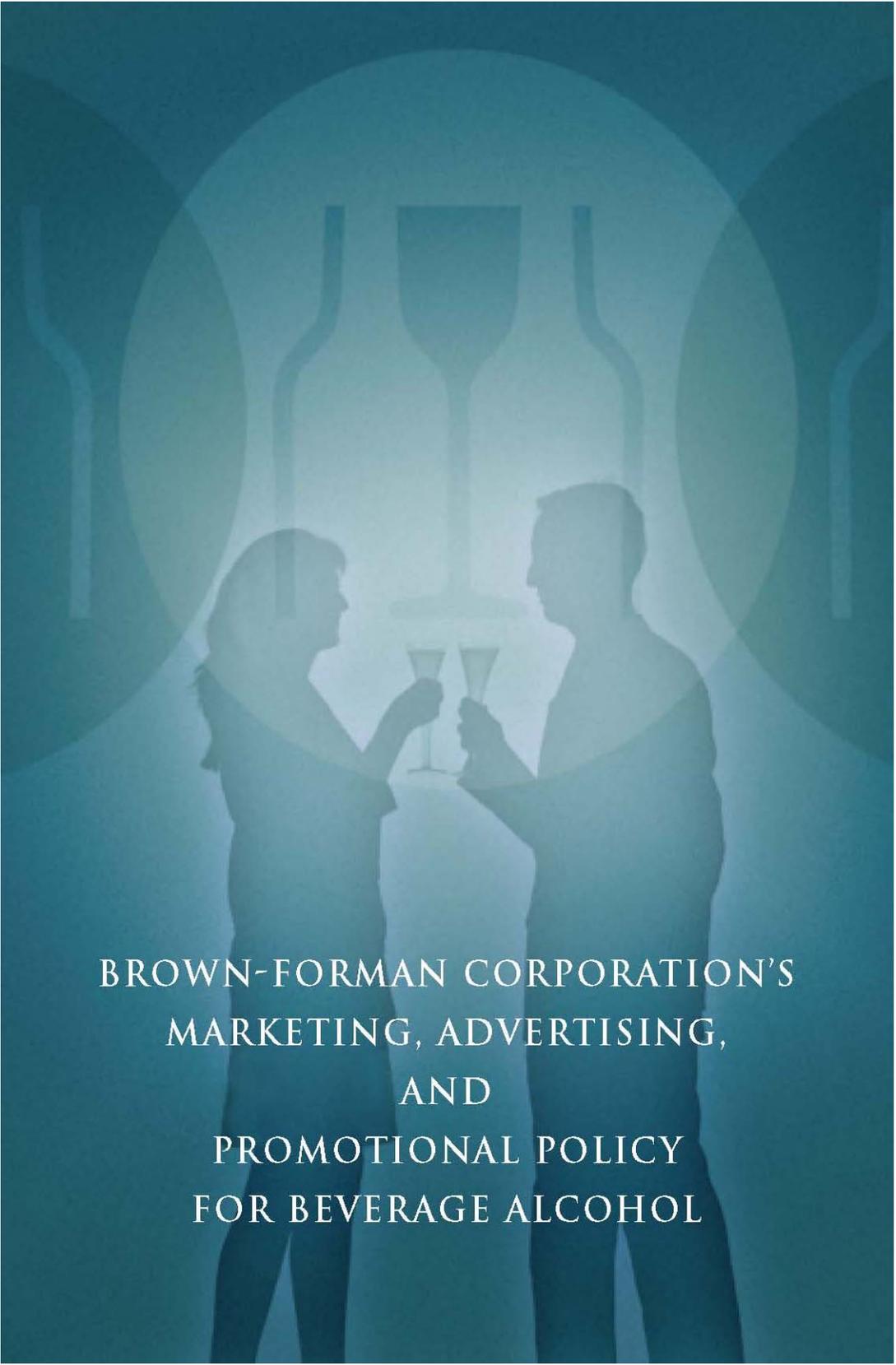
Company Name

Signature

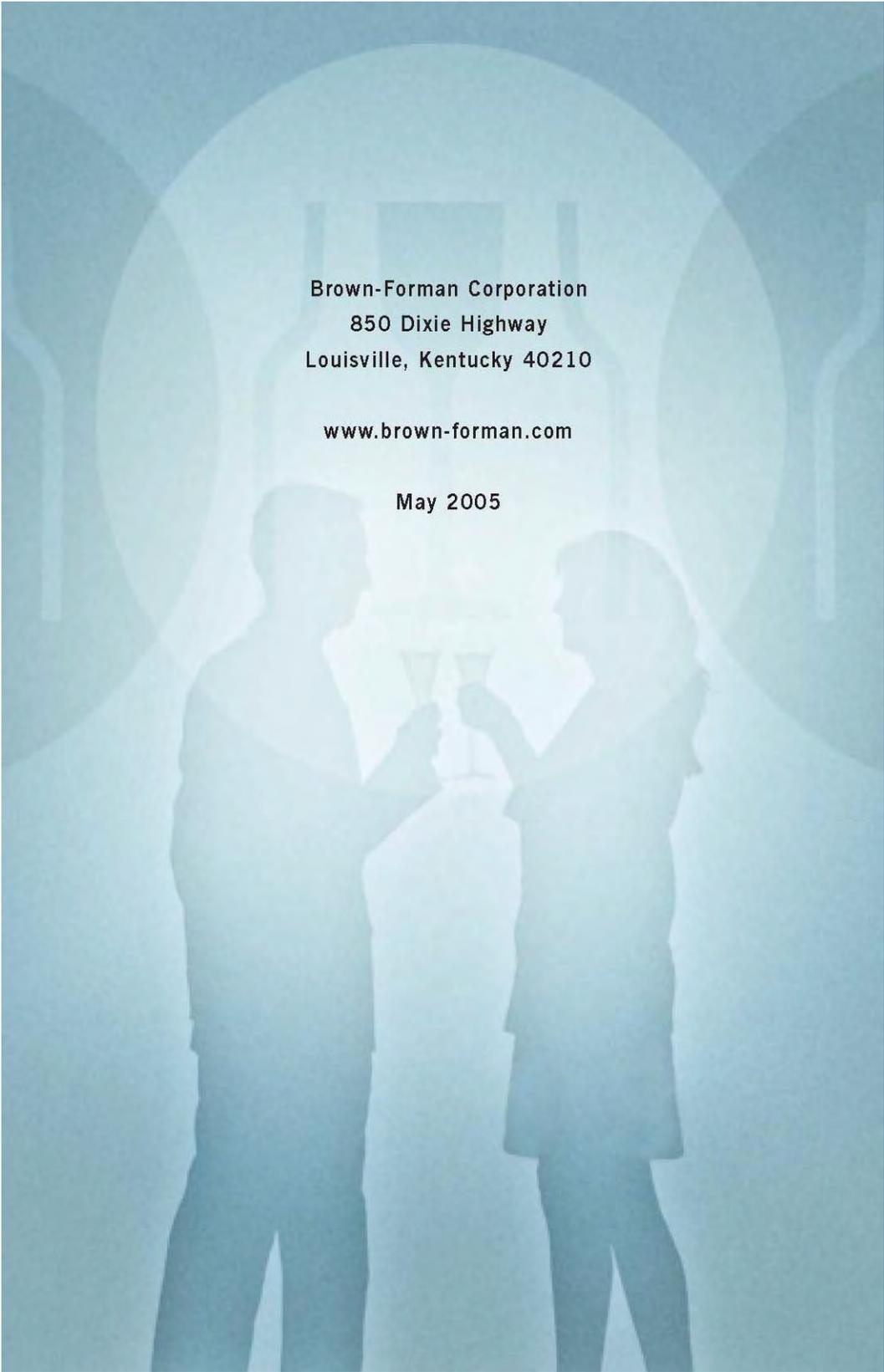
Date

EXHIBIT C

[Distilled Spirits Council of the United States, Inc.'s (DISCUS) Code of Responsible Practices for Beverage Alcohol Advertising and Marketing, attached]



BROWN-FORMAN CORPORATION'S
MARKETING, ADVERTISING,
AND
PROMOTIONAL POLICY
FOR BEVERAGE ALCOHOL



Brown-Forman Corporation
850 Dixie Highway
Louisville, Kentucky 40210

www.brown-forman.com

May 2005

Brown-Forman Corporation's Marketing, Advertising, and Promotional Policy for Beverage Alcohol

Introduction

For many years, Brown-Forman has encouraged its consumers to enjoy one of life's great pleasures — beverage alcohol — responsibly and in moderation. We take pride in the quality of our wines and spirits, and in the contribution they make to the enjoyment of life, meals, and social occasions. When consumed in a responsible way, our brands are compatible with a balanced and healthy lifestyle.

As Brown-Forman builds its brands around the world, it is important to provide clear and consistent guidance to all employees about our standards for responsible marketing, advertising, and promotion. These activities are the prism through which our consumers see our fine brands. It is therefore essential that all Brown-Forman marketing, advertising and promotional activities reflect the company's high standards, core values and commitment to social responsibility. These standards constitute corporate policy and must be followed in both the letter and the spirit for all of Brown-Forman's beverage alcohol products in all domestic and foreign markets.

***"It is up to us to
make responsibility
a keystone of our
marketing philosophy
and to effectively put
that philosophy to work
in the marketplace."***

*Owsley Brown II,
addressing fellow beverage
alcohol CEOs on March 5, 2003*

Responsible marketing and promotion can be highly effective.

Brown-Forman developed this policy to represent industry best practice and, as such, adopts the strongest provisions from existing distilled spirits, wine, and beer industry voluntary codes.

Brown-Forman believes these high standards are consistent with the effective marketing and promotion of our brands. As our long-standing record of responsibly building the Jack Daniel's brand shows, responsible marketing and promotion can be highly effective.

Scope

Brown-Forman Corporation's Marketing, Advertising, and Promotional Policy for Beverage Alcohol applies to all activities performed to market Brown-Forman brands, including brand advertising, on- and off-premise promotional activities, brand innovation activities, experiential marketing, consumer planning, relationship marketing, consumer public relations, the development and content of brand web sites, and labeling and packaging. Brown-Forman developed this policy to represent industry best practice and, as such, adopts the strongest provisions from existing distilled spirits, wine, and beer industry voluntary codes.

1) COMPLIANCE WITH LAWS AND REGULATIONS

All marketing activities must be in keeping with the letter and the spirit of all applicable national laws, local advertising regulations, and self-regulatory codes of practice.

The Brown-Forman Marketing, Advertising, and Promotional Policy provides general principles applicable in every country in which Brown-

Forman does business. In countries where local regulations place additional or more stringent requirements, all of the additional requirements must also be met.

Where voluntary local industry codes of conduct exist, Brown-Forman also will comply with the terms of those codes in the applicable markets. Where such voluntary local industry codes do not exist, Brown-Forman at a minimum will comply with the general principles set forth in these guidelines. Brown-Forman will also support efforts to develop voluntary local industry codes where they do not exist. Regardless of local laws or voluntary industry codes, these standards always apply.

2) UNDERAGE PROVISIONS

Brown-Forman only markets to consumers of legal drinking age and commits to ensure that underage drinkers are not and will not be targeted by our marketing and promotional activities. We will do this through CONTENT that appeals primarily to adults and PLACEMENTS that meet our demographic standards set forth below:

Content

- a) While some countries have legal purchase ages lower than 18, or do not set legal purchase limitations at all, it is company policy never to target marketing campaigns at people under the age of 18.

- b) Models and actors employed must be a minimum of 25 years old – substantiated by prop-

Brown-Forman only markets to consumers of legal drinking age and commits to ensure that underage drinkers are not and will not be targeted by our marketing and promotional activities.

No brand identification, including logos, trademarks, or names, should be used or licensed for use on clothing, toys, games or game equipment, or other materials intended for use primarily by people below the legal purchase age.

er identification – and should reasonably appear to be over the legal purchase age.

- c) Advertising and marketing materials should not utilize or depict children, and should not employ sports figures, cartoon characters, or other symbols that appeal primarily to people under the legal purchase age.
- d) Advertising and marketing activities should not directly or indirectly portray consumption of Brown-Forman brands as being important to education or degrading to studying.
- e) Promotional events should target people over the legal purchase age; they should therefore not employ novelty drinking vessels that have an overtly juvenile appeal (e.g. test tubes, Jell-O shots).
- f) Brown-Forman brands should not be associated with the attainment of adulthood or “rites of passage” to adulthood.
- g) Brown-Forman supports alcohol abstinence. If a consumer voices his or her preference to abstain from alcohol consumption, B-F employees should accept this decision positively and politely.

Placements

- a) No brand identification, including logos, trademarks, or names, should be used or licensed for use on clothing, toys, games or game

equipment, or other materials intended for use primarily by people below the legal purchase age.

b) Advertising and marketing materials should only be placed in communications (broadcast, cable, radio, print, and Internet) where at least 70% of the audience is reasonably expected to be above the legal purchase age, determined by using reliable, up-to-date audience composition data.

* To facilitate these placement commitments, recognized electronic and print composition data should be reviewed on a regular basis (at least annually) to ensure that the audience composition data are current and appropriate.

* Internal, periodic audits of past placements should be undertaken to verify that past advertising placements were in compliance with this policy and to take appropriate, corrective action for future placements.

c) Brown-Forman brands should not be advertised in college and university newspapers in any country where the majority of students are under the legal purchase age.

d) Brown-Forman brands should only be promoted on college and university campuses when utilizing licensed establishments and events attended exclusively by people over the legal

Advertising and marketing materials should only be placed in communications where at least 70% of the audience is reasonably expected to be above the legal purchase age.

Brown-Forman brands should not be advertised in college and university newspapers in any country where the majority of students are under the legal purchase age.

Brown-Forman believes responsible beverage alcohol advertising is a fundamental and unalienable amendment right we possess and must protect.

All paid media brand advertising and point of sale materials should contain a prominent responsibility message.

purchase age, with the authority of the college or university.

- e) Advertising, marketing, or promotional activities should not be directed to people younger than the legal purchase age in their home city who may legally purchase alcoholic beverages in a foreign destination during spring break.

3) RESPONSIBLE CONSUMPTION REQUIREMENTS

Brown-Forman believes responsible beverage alcohol advertising is a fundamental and unalienable amendment right we possess and must protect. Further, such advertising helps promote responsible consumption of our products. In order to help protect this right, the following guidelines apply to all advertising and marketing initiatives.

- a) All paid media brand advertising and point of sale materials should contain a prominent responsibility message (see Responsible Consumption Statement section below).
- b) Every effort should be made to ensure that Brown-Forman brands do not appear in or directly adjacent to print or electronic programs that dramatize or glamorize over-consumption or inappropriate use of adult beverages.
- c) Advertising and marketing materials should not portray people in a state of intoxication or

in any way that suggests that intoxication is acceptable conduct.

- d) Brown-Forman should neither promote nor condone activities where the consumer does not have control over the amount of alcohol delivered for consumption (e.g., shot luge, squirt guns, etc.).
- e) Brown-Forman does not reinforce or trivialize the problem of violence in society. Therefore, Brown-Forman brands should not be associated with abusive or violent relationships or situations, or with anti-social or dangerous behavior.
- f) Alcohol content should be referenced in a straightforward and factual manner without touting the strength of Brown-Forman brands in any advertising or marketing material.
- g) Brown-Forman brands should not be portrayed as being consumed by a person who is engaged in, or is immediately about to engage in, any activity that requires a high degree of attentiveness or physical coordination.
- h) Drunk driving is against the law, irresponsible, and stupid. Advertising and marketing materials should not portray, encourage, or condone driving any motor vehicle while intoxicated.
- i) Advertising and marketing materials should not imply that adult beverage consumption is necessary to obtain social, professional, educa-

Drunk driving is against the law, irresponsible, and stupid. Advertising and marketing materials should not portray, encourage, or condone driving any motor vehicle while intoxicated.

Every Brown-Forman web site should provide a link to an alcohol education/responsible drinking site.

tional, athletic, or financial success, or to solve social, personal, or physical problems. Brown-Forman brands may be portrayed as part of responsible personal and social experiences and activities, such as the depiction of people in a social or romantic setting, people who appear to be attractive or affluent, and people who appear to be relaxing in an enjoyable setting.

- j) Advertising and marketing materials should make no unsubstantiated health claims. Any health claim must comply with applicable law.
- k) Advertising and marketing materials should not make exaggerated product representations or convey the impression that Brown-Forman brands have special or unique qualities if they, in fact, do not (e.g. aphrodisiacs, stimulants, etc.).
- l) Every Brown-Forman web site should provide a link to an alcohol education/responsible drinking site.

Responsible marketing needs to be sensitive to cultural variation.

4) GOOD TASTE AND APPROPRIATE USE

Brown-Forman brands are sold in more than 135 countries around the world. Given that cultural sensitivities vary from one country to another, it is difficult to develop a global definition of what constitutes “offensive” advertising. Responsible marketing needs to be sensitive to cultural variation. While approaches and images may be considered harmless in one culture, they could cause grave offence in another.

Brand communications – both globally and locally – should not contain any images, symbols, or figures that may be considered gratuitously offensive or demeaning to the image, form, or status of women, men, or of any ethnic, minority, or other group. Advertising and marketing materials should not contain any lewd or indecent images or language, and should not employ religion or religious themes.

Advertising and marketing materials may depict affection or other amorous gestures or other attributes associated with romance, sociability and friendship. While a brand preference may be portrayed as a mark of good taste and discernment, beverage alcohol advertising and marketing materials should not rely upon sexual prowess or sexual success as a selling point for the brand. Accordingly, advertising and marketing materials should not contain or depict graphic or gratuitous nudity, overt sexual activity, promiscuity, or sexually lewd or indecent images or language.

Beverage alcohol advertising and marketing materials should not rely upon sexual prowess or sexual success as a selling point for the brand.

Promotional Events

Promotional events provide Brown-Forman with an effective tool to communicate directly with consumers. In doing so, we must ensure that we promote our brands in a responsible manner. These provisions provide sound guidance but our employees are expected to use good judgment and common sense throughout all promotional events.

Both on- and off-premise promotions should encourage responsible consumption by those adults who choose to drink.

All Brown-Forman promotional events should include a responsible drinking component (e.g. banners/table tents with message and/or safe ride home or designated driver programs).

1) PROVISIONS

- a) Both on- and off-premise promotions should encourage responsible consumption by those adults who choose to drink and should discourage activities that reward excessive/abusive consumption, such as offering free drinks.
- b) Brown-Forman will not employ – either directly or indirectly – event staff or volunteers under the legal purchase age.
- c) Where supplier sampling is permitted, Brown-Forman will ensure that appropriate measures are employed to safeguard against underage drinking.
- d) Brown-Forman will not promote or encourage any drinking in conjunction with physically challenging, promiscuous, reckless, and/or irresponsible behavior at an on-premise promotion.
- e) All Brown-Forman promotional events should include a responsible drinking component (e.g. banners/table tents with message and/or safe ride home or designated driver programs).

2) PERSONAL CONDUCT

All personnel involved in on- or off-premise promotions should adhere to the following guidelines:

- a) Do not drink excessively.

- b) Do not make references that may be based on sexual, racial, ethnic, religious, age, or disability status.
- c) Do not make physical gestures or contact that is unwelcome by other guests.
- d) Do not pressure others to drink.
- e) Do not engage in reckless behavior or stunts.
- f) Be sensitive to any action or behavior that may create discomfort in others.

Responsible Consumption Statement

Brown-Forman has an established policy of including a responsible consumption statement on all advertising. This includes point-of-sale materials, printed promotional offers to consumers, billboards and other large signage, and print media advertising, as well as advertising on the Internet, radio, television, and in videos. (This does not include advertising specialties, e.g. wearables, pens, key chains, etc.) We believe such statements are a valuable and appropriate tool to help communicate Brown-Forman's commitment to promote responsible consumption. Accordingly, the following requirements serve as a minimum standard.

Brown-Forman has an established policy of including a responsible consumption statement on all advertising.

The responsibility message should be clearly readable, so the size will depend on the piece, its location, and the design of the advertisement.

1) Content

Each brand should adopt a responsible consumption message that is unique to the brand and in keeping with the brand's image. Just as we are proud of our brands, we proudly promote responsible consumption. This pride should be reflected in the size and prominence of our statements in our advertising.

2) Size and location

Messages should be clearly readable, so the size will depend on the piece, its location, and the design of the advertisement. For example, the message on a print advertising piece should be a minimum of 4 millimeters high. When on a billboard, the message should be proportionately larger. If the color of an advertisement tends to minimize the visibility of the message, then it should either be in bold print or offset in some manner that will ensure that it is easily visible.

In printed material, the responsibility message should not be placed on the same line as the mandatory information required by federal regulations, and should not be placed in any area that is not readily visible to consumers; i.e., messages should not be placed vertically (side-ways) on a magazine, newspaper page, or billboard, or on the bottom of table tents, or in the seam of a magazine.

For televised advertising, the message should remain on the screen for a minimum of four (4) seconds, and should be clearly readable and/or audible.

Compliance with Policy

Compliance with the Marketing, Advertising, and Promotional Policy is mandatory for all B-F employees, not only to meet Brown-Forman's social responsibility to promote responsible consumption, but also to protect the company, its reputation, and its employees. This policy is an integral part of the approval process for all marketing materials and should not be filed away for use in an emergency, but should be used on a day-to-day basis.

Compliance is a fundamental responsibility of each brand team. Each brand's general manager must establish a compliance process to ensure that both the letter and the spirit of the code are followed.

Legal approval is required for all marketing, advertising, and promotional activities in the on- and off-trade, including the naming and packaging of Brown-Forman brands. Approval is also required for brand innovation activities, experiential marketing, consumer planning, relationship marketing, brand launch campaigns, consumer public relations, and all other activities performed to market Brown-Forman brands.

Advertising agencies, market research companies, media buyers, promotional agencies, distributors, importers, and other external consultants or affiliates must receive a copy of this

Compliance with the Marketing, Advertising, and Promotional Policy is mandatory for all B-F employees.

Legal approval is required for all marketing, advertising, and promotional activities in the on- and off-trade.

Special attention must be paid to brand web sites and promotional activities on the Internet because they are global media.

Policy as part of the communications brief from the company and must abide by its provisions in any work they do on behalf of Brown-Forman.

Brown-Forman will establish training programs for all those involved in the marketing, sale, or promotion of Brown-Forman brands. Newly-recruited marketing staff must also receive training on this Policy as part of their induction to the company. Refresher courses will be provided for those who have been with the company for a longer length of time. All staff involved in marketing and promotional activities must be familiar with the requirements of the Brown-Forman Marketing, Advertising, and Promotional Policy as well as any additional requirements set by local regulations, codes of practice, or national laws. Consult the Brown-Forman Legal team with responsibility for the countries or brands in question for guidance on local regulations.

Special attention must be paid to brand web sites and promotional activities on the Internet because they are global media. This means that their geographical reach will extend beyond individual country borders. Laws in countries where the web site can be accessed will apply. Further advice is available from Brown-Forman Legal.

When consulting Brown-Forman Legal or other business groups, those responsible for the development of a campaign or of a new brand must allow sufficient time for consultation and sign-off. Advice must be sought early on in the process,

so that any changes can be made more readily and without incurring extra cost. This need for early approval also applies to legal clearance, advice on intellectual property/trademarks, and trading standards approval. If deadlines are tight, determine in advance whether those people whose approval is necessary will be available on a given day or at a given time.

May 2005

*Brown-Forman Corporation
850 Dixie Highway
Louisville, Kentucky 40210*

www.brown-forman.com

*Your friends at
Brown-Forman
encourage you to
please drink
responsibly.*



Code Of Responsible Practices

for

Beverage Alcohol Advertising and Marketing

PREAMBLE

- The Distilled Spirits Council of the United States, Inc. (DISCUS) is the national trade association representing producers and marketers of distilled spirits sold in the United States. Some of our members also are producers and marketers of many malt beverage (beer) and wine brands sold in the United States. With a full portfolio of beverage alcohol products, DISCUS members have developed a Code of advertising and marketing responsible practices to provide guidance to all those involved in the promotion of their respective brands.
- DISCUS members are committed to the responsible placement and content of their brand communications. The overriding principle of our Code is to market our products to adults in a responsible and appropriate manner. Towards this end, DISCUS members pledge voluntarily to conduct their advertising and marketing practices in the United States in accordance with the provisions of this Code.
- The consumption of beverage alcohol products has played an accepted and important role in the cultural and social traditions of both ancient and modern society. DISCUS members take special pride in their products and their commitment to promoting responsible drinking by those adults who choose to drink.
- DISCUS members encourage responsible decision-making regarding drinking, or not drinking, by adults, and discourage abusive consumption of their products. DISCUS members urge that adults who choose to drink, do so responsibly. Nevertheless, it is the obligation of each consumer who chooses to drink to enjoy beverage alcohol products in a responsible manner.

SCOPE

- This Code applies to all activities undertaken to advertise and market distilled spirits, malt beverage and wine brands. These activities include brand advertising, consumer communications, promotional events, packaging, labels, and distribution and sales materials.
- The provisions of the Code apply to every type of print and electronic media, including the Internet and any other on-line communications, used to advertise or market beverage alcohol. These provisions also apply to every type of promotional or marketing activity or event, including all product placements.
- DISCUS members recognize that it is not possible to cover every eventuality and, therefore, agree to observe the spirit, as well as the letter, of this Code. Questions about the interpretation of the Code, member companies' compliance with the Code, and the application of its provisions are directed to the Code Review Board of DISCUS.

RESPONSIBLE PLACEMENT

ADULT AUDIENCES/UNDERAGE PERSONS

1. Beverage alcohol advertising and marketing materials are intended for adults of legal purchase age who choose to drink.
2. Beverage alcohol products should not be advertised or marketed in any manner directed or primarily appealing to persons below the legal purchase age. (The definition of "primarily appeal" is set forth under the Responsible Content provisions.)
3. Beverage alcohol advertising and marketing should be placed in broadcast, cable, radio, and print communications only where at least 70 percent of the audience is reasonably

expected to be above the legal purchase age (determined by using reliable, up-to-date audience composition data).

- To facilitate these placement commitments, recognized electronic and print composition data should be reviewed on a regular basis (at least annually) in order to ensure that the audience composition data are current and appropriate.
 - Internal, periodic after-the-fact audits of past placements should be undertaken to verify that past advertising placements were in compliance with this Code and to take appropriate, corrective action for future placements.
4. Appropriate measures and best efforts should be taken so that beverage alcohol advertising and marketing are not specifically aimed at events unless at least 70 percent of the audience is reasonably expected to be above the legal purchase age.
 5. Fixed beverage alcohol advertising and marketing materials may be placed at venues that are used primarily for adult-oriented events defined as where at least 70 percent of the audience attending those venue events is reasonably expected to be above the legal purchase age.
 6. Beverage alcohol products should not be advertised or marketed in college or university newspapers, or on college and university campuses except for licensed retail establishments located on such campuses.
 7. Beverage alcohol advertising should not be placed on any outdoor stationary location within five hundred (500) feet of an established place of worship or an elementary school or secondary school except on a licensed premise.

RESPONSIBLE CONTENT

ADULT AUDIENCES/UNDERAGE PERSONS

1. Beverage alcohol advertising and marketing materials are intended for adults of legal purchase age who choose to drink.
2. The content of beverage alcohol advertising and marketing materials should not appeal primarily to individuals below the legal purchase age.
3. Beverage alcohol advertising and marketing materials should not depict a child or portray objects, images or cartoon figures that primarily appeal to persons below the legal purchase age. Advertising or marketing material is considered to "primarily appeal" to persons below the legal purchase age if it has special attractiveness to such persons beyond the general attractiveness it has for persons above the legal purchase age.
4. Beverage alcohol advertising and marketing materials should not contain the name of or depict Santa Claus.
5. Beverage alcohol products should not be advertised or marketed on the comic pages of newspapers, magazines or other publications.
6. Beverage alcohol products should not be advertised or marketed in a manner associated with the attainment of adulthood or the "rite of passage" to adulthood.
7. Beverage alcohol products should not be advertised or promoted by any person who is below the legal purchase age or who is made to appear to be below the legal purchase age. To help ensure that individuals in beverage alcohol advertising are and appear to be above the legal purchase age, models and actors employed should be a minimum of 25 years old, substantiated by proper identification and should reasonably appear to be over 21 years of age.
8. No brand identification, including logos, trademarks or names, should be used or licensed for use on clothing, toys, games, or game equipment, or other items intended for use primarily by persons below the legal purchase age.

WEBSITES

9. Age verification mechanisms should be employed for DISCUS member-controlled beverage alcohol advertising and marketing websites. They also should contain a reminder of the legal purchase age.
10. DISCUS members recognize the crucial role parents play in educating their children about the legal and responsible consumption of beverage alcohol. To enable parents who choose to prevent their children from accessing Internet websites without their supervision, DISCUS will provide those parents and the manufacturers of parental control software upon request the website address of each member company so that the parent or manufacturer can use this information.
11. Each DISCUS member-controlled website with advertising or marketing materials should provide a link to a responsible decision-making site.

SOCIAL RESPONSIBILITY

12. Beverage alcohol advertising and marketing materials should portray beverage alcohol products and drinkers in a responsible manner. Beverage alcohol products and drinkers may be portrayed as part of responsible personal and social experiences and activities, such as the depiction of persons in a social or romantic setting, persons who appear to be attractive or affluent, and persons who appear to be relaxing or in an enjoyable setting.
13. Beverage alcohol advertising and marketing materials should not depict situations where beverage alcohol is being consumed excessively or in an irresponsible manner. These materials should not portray persons in a state of intoxication or in any way suggest that intoxication is socially acceptable conduct, and they should not promote the intoxicating effects of beverage alcohol consumption.
14. Beverage alcohol advertising and marketing materials should not contain any curative or therapeutic claim except as permitted by law.
15. Beverage alcohol advertising and marketing materials should contain no claims or representations that individuals can attain social, professional, educational, or athletic success or status as a result of beverage alcohol consumption.
16. Beverage alcohol products should not be advertised or marketed in any manner associated with abusive or violent relationships or situations.
17. Beverage alcohol advertising and marketing materials should not imply illegal activity of any kind.
18. Beverage alcohol advertising and marketing materials should not portray beverage alcohol being consumed by a person who is engaged in, or is immediately about to engage in, any activity that requires a high degree of alertness or physical coordination.
19. Beverage alcohol advertising and marketing materials should not be associated with anti-social or dangerous behavior.
20. Driving while intoxicated is against the law. Beverage alcohol advertising and marketing materials should not portray, encourage or condone driving any motor vehicle while intoxicated.

GOOD TASTE

21. Beverage alcohol advertising and marketing materials should reflect generally accepted contemporary standards of good taste.
22. Beverage alcohol advertising and marketing materials should not degrade the image, form, or status of women, men, or of any ethnic, minority, sexually-oriented, religious, or other group.
23. Beverage alcohol advertising and marketing materials should not contain any lewd or indecent images or language.
24. Beverage alcohol advertising and marketing materials should not employ religion or religious themes.

SEXUAL PROWESS AND SEXUAL SUCCESS

25. Beverage alcohol advertising and marketing materials may depict affection or other amorous gestures or other attributes associated with sociability and friendship. While a brand preference may be portrayed as a mark of good taste and discernment, beverage alcohol advertising and marketing materials should not rely upon sexual prowess or sexual success as a selling point for the brand. Accordingly, advertising and marketing materials should not contain or depict:
- graphic or gratuitous nudity;
 - overt sexual activity;
 - promiscuity; or
 - sexually lewd or indecent images or language.

PROMOTIONAL EVENTS

26. On-premise promotions sponsored by DISCUS members should encourage responsible consumption by those adults who choose to drink and discourage activities that reward excessive/abusive consumption.
27. Where supplier sampling is permitted, DISCUS members should ensure that appropriate measures are employed to safeguard against underage drinking.
28. DISCUS members should not promote or encourage any drinking in conjunction with reckless and/or irresponsible behavior at an on-premise promotion sponsored by DISCUS members.

ALCOHOL CONTENT

29. Beverage alcohol advertising and marketing materials should not refer to the alcohol content of a beverage alcohol product except in a straightforward and factual manner or promote the potency of a beverage alcohol product.

SOCIAL RESPONSIBILITY STATEMENTS

30. Responsible drinking statements should be included in beverage alcohol advertising, marketing materials and promotional events where practicable.

INTERNAL COMPLIANCE SYSTEM

1. DISCUS members should establish an internal process to ensure compliance with the Code. To the extent possible given a company's size and organizational structure, this process should include a separate review of advertising and marketing materials by a company employee who is not in the marketing department or who was not involved in the development of the advertising or marketing materials.
2. DISCUS members should provide a copy of the Code to advertising agencies, media buyers and other external consultants involved in a member's advertising or marketing activities.

CODE REVIEW BOARD

There shall be established and maintained a Code Review Board, which shall meet when necessary to consider complaints lodged by DISCUS members or other interested parties, including members of the public.

The Code Review Board shall be comprised of no less than five (5) members in good standing of the Board of Directors of DISCUS or his/her designee. Each member shall be elected by a majority vote of the Board of Directors.

Findings of the majority of the members of the Code Review Board shall be communicated promptly to the responsible advertiser and, in appropriate circumstances, to all members of the Board of Directors of DISCUS.

SEMIANNUAL CODE REPORT

On a semiannual basis, the Code Review Board will issue a report summarizing complaint decisions and the advertiser's response.

OUTSIDE ADVISORS

On a voluntary, nonbinding and confidential basis, DISCUS will make available a mechanism whereby beverage alcohol industry member advertisers can seek the guidance of outside advisors concerning any questions an advertiser may have about whether particular advertising or marketing materials are consistent with the Code.

These outside advisors also will be contacted for their respective opinion if the Code Review Board cannot arrive at a majority decision about a particular advertisement or marketing material.

CODE REVIEW PROCESS

- For more than 68 years, distillers have abided by a voluntary Code of advertising practices. First adopted in 1934, the Code now includes 39 provisions regarding the responsible placement and content of beverage alcohol advertising and marketing materials.
- Through these voluntary provisions, DISCUS members hold themselves to a standard higher than mandated by any law or regulation. By this Code, DISCUS members hold all of their beverage alcohol products -- distilled spirits, beer and wine -- to the same high standard.
- Our commitment to responsibility and self-regulation always has been, and will continue to be, the cornerstone of our advertising and marketing practices.
- A Code Review Board, established under the provisions of the Code, provides a mechanism for any complaints or inquiries regarding all advertising and marketing materials subject to this Code. The Code Review Board has been a functioning and effective component of our voluntary Code for decades.
- If you have any questions regarding the Code of Responsible Practices or a particular advertisement or marketing material subject to the Code, please write to the DISCUS Code Review Board, 1250 Eye Street, N.W., Suite 400, Washington, D.C. 20005.

October 2003

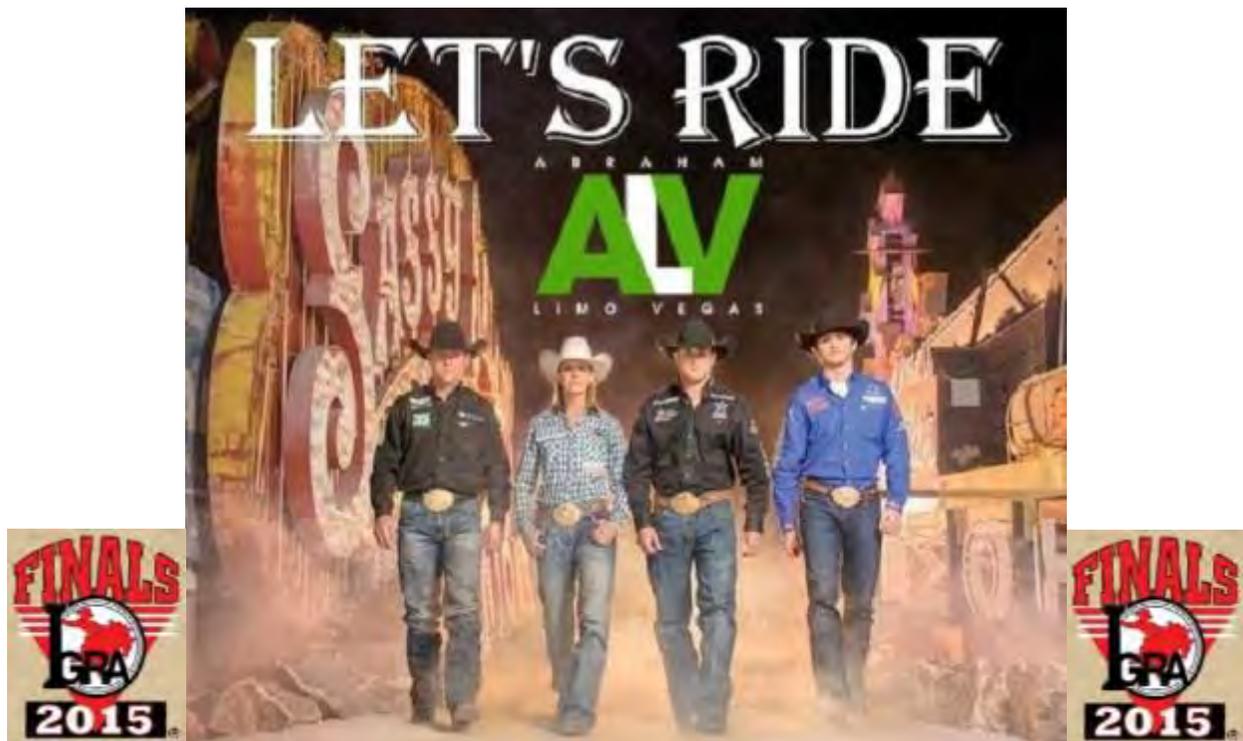
WORLD GAY RODEO FINALS

Produced by the International Gay Rodeo Association

October 9-11, 2015, Las Vegas, NV

28 Years and Counting

Two Days of Thrilling Rodeo Competition!



In October 2015, IGRA brings one of the premier GLBT sporting events to the spectacular South Point Arena in Fabulous Las Vegas.

Will You Be Seen?

Let Us Put You Right in the Middle of all the Action!

Sponsorship Guide



About IGRA

The **International Gay Rodeo Association®**, has officially been roping and riding since 1985 and currently has over 1,600 members in 20 local associations around North America. We are the largest organization in the world coordinating rodeo events specifically welcoming lesbian, gay, bisexual, transgender as well as heterosexual participants and spectators. In 2015 IGRA member associations will produce rodeos across North America and entertain thousands of rodeo fans.

IGRA is composed of many regional gay rodeo associations, and sanctions a season of rodeo events which culminates in an annual **World Gay Rodeo Finals®**. IGRA events are intended to allow all contestants, regardless of sexual and gender identity, to compete in rodeo sports without discrimination. The organization helps spread appreciation for Western culture and the sport of rodeo, while serving as a fundraising vehicle benefiting many charitable organizations.

Both men and women, regardless of orientation, ride the same class of livestock under the same rules and requirements. Both men and women alike fully compete in bull riding and bareback bronc riding in IGRA, unlike most other rodeo organizations.

Gay rodeo has never been more visible than today. Our association and rodeo events have been featured on The Travel Channel, Bravo, Logo and in numerous other television and print media outlets including the recent broadcast on CNN's "This is Life" with Lisa Ling. Recently our archives was taken in by the Autry Museum in LA as part of their permanent collection.



Rodeo Events: Everything You Expect in Rodeo, Yet Much More!

Each IGRA sanctioned rodeo offers 13 events. Competitors compete for prize money and the title of All-Around Cowboy and Cowgirl at each rodeo. The winners of each event receive trophy buckles.



IGRA Rodeo Events: Men and Women compete in all events!

- Bareback Bronc Riding
- Barrel Racing
- Bull Riding
- Calf Roping on Foot
- Chute Dogging
- Flag Race
- Goat Dressing

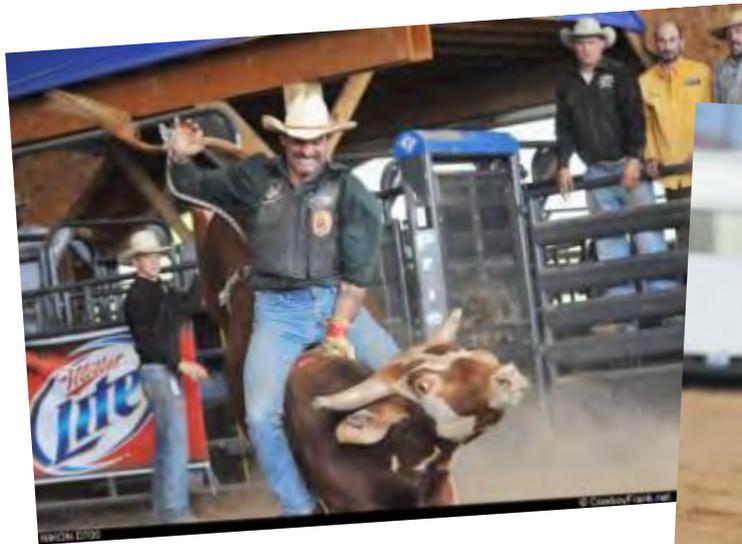
- Mounted Break-Away Roping
- Pole Bending
- Steer Decorating
- Steer Riding
- Team Roping
- Wild Drag Race



For more information about [IGRA](http://www.igra.com) please visit www.igra.com

World Gay Rodeo Finals

The **World Gay Rodeo Finals®** is the culminating event of the IGRA rodeo year. In 2015, the IGRA's 22 member associations are scheduled to produce 14 local and regional rodeos. IGRA contestants compete for points all season and at season's end the top 20 men, women and teams in each event will receive invitations to perform in the **World Gay Rodeo Finals®** presented by IGRA.



The World Gay Rodeo Finals is a Unique Rodeo



Rodeo Venue – South Point Hotel & Casino Equestrian Center Arena

- South Point Hotel and Casino, located on the fabulous Las Vegas strip features 2247 guest rooms and Suites, 10 full service restaurants, a full spa and 138,000 sq. ft. of Las Vegas style gaming.
- The South Point Arena is a World Class Equestrian Arena
 - State-of-the-art performance arena with stadium seating for up to 4,600
 - Climate controlled stalls and stock pens and ample horse trailer parking
 - Four-sided high resolution LED Jumbotron for featuring *Your Brand*
 - 35,000 sq. ft. of exhibit space with easy load-in and load-out
 - Cinch Saloon with full service bar and entertainment space
 - Plenty of FREE parking
- It's PERFECT for the World Gay Rodeo Finals!

World Gay Rodeo Finals Sponsorship Opportunities

What We Offer You

Our sponsorship structure is flexible and can be customized to meet your specific needs. Depending on your level of sponsorship, you may choose to receive some or all of these benefits:

- Exclusive use of your products or services at WGRF*
- Prominent placement for your logo on the WGRF website
- Distribution of your promotional materials such as brochures, flyers, coupon or samples at the gate for rodeo attendees
- Your promotional materials such as brochures, flyers, coupon or samples placed in contestant, staff and officials' bags
- Arena and venue banner privileges at WGRF
- Award Buckle and Ribbon sponsorships for WGRF
- World Gay Rodeo Finals rodeo & VIP passes

**Exclusivity is by specific product type. Details subject to prior agreements.*



Premier Sponsorship Packages:

Package Includes	Title	Platinum	Gold	Silver
Title Rights to the World Gay Rodeo Finals	Yes	N/A	N/A	N/A
Branding Rights to IGRA Royalty Competition	Yes	*If available	N/A	N/A
Extensive Banner and POS Rights at all Venues	Yes	Yes	N/A	N/A
WGRF Rodeo Event Buckle Sponsorship	Yes	Yes	Choice of Buckle or Retail	Choice of Buckle or Retail
Retail Vendor Space	Yes	Yes		
Promotional Announcements During the Rodeo	6 ten second spots per day	4 ten second spots per day	3 ten second spots per day	2 ten second spots per day
Ad in WGRF Rodeo Commemorative Program	Back Page	Full Page	Half Page	Quarter Page
WGRF VIP All-Event Passes	8	6	4	2
WGRF Rodeo VIP Rodeo Passes	6	4	2	N/A
Chute Banner	Yes	N/A	N/A	N/A
Arena Banner	4	3	2	1
Logo in WGRF Commemorative Program	Yes	Yes	Yes	Yes
Some packages have limited availability	*In the Event there is no Title Sponsor or that Sponsor Declines			
	\$15,000	\$10,000	\$5,000	\$1,000



Additional Sponsorship Opportunities:

IGRA also offers many lower cost ways to support the World Gay Rodeo Finals.

Item	Cost	Sponsor Gets
Rodeo:		
Rodeo Stock	\$5,000	Gold Premier Package + FP ad & 4 arena announcements
Event Championship Buckle or medals (each)	\$300	Listing in Program and Arena Announcements
Event Award Medals (per event)	\$100	Listing in Program and Arena Announcements
Western Dance & Entertainment Venue:		
DJ, Audio & Lighting	\$1,000	Silver Premier Package
Décor	\$500	Listing in Program and Arena Announcements + business card ad
Contestant Hospitality Food & Beverage	\$500	Listing in Program and Arena Announcements + business card ad

We Can Create the Perfect Package for You

In addition to our premier sponsorship packages, the IGRA GG9 committee can tailor a package to suit your particular needs. Contact us for more details.

Contact Sponsorship Chair
 Brian Rogers
Sponsorships@IGRA-WGRF.com

Proposal from Brian Rogers

I Brian Rogers recommend approval of the World Gay Rodeo Finals 2015 sponsorship guide and request prior approval to negotiate and enter into agreements that vary in detail but are similar in value either cash or in-kind up to \$10,000. Any agreement over \$10,000 or significantly dissimilar in benefit to IGRA compared to what IGRA is providing the sponsor will be submitted individually for approval.



International Gay Rodeo Association Inc
PO Box 460504
Aurora, CO 80046

RE: Request for information on changes needed to file for 501(c)3 non-profit status

Dear IGRA Board:

After reviewing the Bylaws we obtained from the IGRA website and the articles of incorporation with Colorado, there are several items that the International Gay Rodeo Association (IGRA) needs to address with their organizational documentation in order to apply for 501(c)3 status with the IRS. Those items are detailed below:

- The articles of incorporation (which have been filed with the state of Colorado) need to be amended to state the following: "The corporation is organized exclusively for charitable, educational, scientific, and religious purposes within the meaning of Internal Revenue Service code 501(c)3."
- The articles of incorporation also need to be amended to state the following: "The assets of the corporation will be distributed on dissolution as follows: all existing liabilities will be paid and any remaining assets will be distributed to other charitable organizations and then distributed by the circuit court." While the current articles do state that the assets will be distributed to other Member Associations of the IGRA, this is not what the IRS accepts. The IRS wants nonprofit assets to remain nonprofit assets. Not all of IGRA's members have received Federal nonprofit status, therefore the current statement is not in compliance with IRS nonprofit regulations. The articles of incorporation regarding dissolution must be amended to be in compliance with IRS nonprofit standards. The amendments to the articles of incorporation can be filed online and we can assist with that if needed.
- The IGRA needs to develop and adopt a Conflict of Interest policy. The IRS has a generic format you can use for the Conflict of Interest policy. If you would like this provided to you, just let us know.
- Article IV, Section 1, Composition should be changed to state that "IGRA shall be composed of Member Associations which have aims and purposes similar to those of IGRA and which have been duly admitted to membership in IGRA." Delete the following sentence of "These associations will be hereinafter referred to as Member Associations". Since not all of your members are official Federal nonprofit corporations, we do not want the IRS attempting to cross-reference other groups with similar names. Leaving the section later on in the Bylaws (Section 5, paragraph C) that states member associations must be incorporated as a not-for-profit or nonprofit entity under the laws of their state is acceptable.
- The IGRA bylaws do not reference whether or not officers/directors/trustees will be compensated. This needs to be detailed in the bylaws – if the IGRA does not pay anyone to run the organization, that needs to be stated. If some form of compensation is provided to anyone that helps operate the IGRA, details of how compensation is determined (vote, standard amount, etc.) needs to be outlined in the bylaws.

Reinhard CPAs, LLC

2012 NW South Outer Rd • Blue Springs, MO 64015 • Ph. 816-427-5645
Fax. 816-286-2789 • www.reinhardcpas.com • brett@reinhardcpas.com

The following are a couple items we want to make sure the IGRA is aware of that will need to be addressed in the event of filing for nonprofit status:

- Under the rules of section 501(c)3 organizations are prohibited from supporting or opposing political candidates. Influencing legislation is also questionable, but if influencing legislation is done documentation must be provided of how much time and resources of the organization are being used for that purpose. Please be sure that the IGRA does not support/oppose specific politicians. Make sure any political activities are minimal - breaking this rule will result in the application being denied.
- Since the IGRA has been in existence for several years, in order to complete Form 1023 (Application for Recognition of Exemption Under Section 501(c)3 of the internal Revenue Code), a narrative of past, present, and planned activities describing the exempt activities and accomplishments of the IGRA must be provided. This narrative needs to have specific examples of what the organization has completed, is completing and wants to achieve. Past and current copies of newsletters, brochures, or similar documents supporting this narrative should be provided to help show how the organization is achieving its desired exempt purpose. After getting all of the organizational documents in order with required IRS standards, this narrative is the most important factor the IRS will use in determining nonprofit acceptance. The narrative needs to be detailed, well-written, and supported.

After all these items have been addressed and the Form 1023 has been filled out with further information such as list of current officers and directors, as well as four years of financial data, it will be submitted via mail to the IRS with a filing fee of \$850. Organizations that have been in existence for a period of time are often subject to further review by the IRS and we have had some of those groups wait over one year for approval. For this reason, if you want to obtain nonprofit status, we recommend taking steps to correct the IGRA paperwork as soon as possible in order to expedite the process. However, it does just depend on who reviews the application on the other end as we have also had groups receive approval within 3-6 weeks. We have never had any application be rejected.

We do believe that Federal non-profit status would greatly benefit your group. Upon approval from the IRS, your vendors can receive a charitable deduction for items they donate to your group. The IGRA would also be able to conduct fundraisers and anyone supporting the IGRA monetarily could receive a tax deduction for their donation. Once a Federal nonprofit status is obtained, the IGRA can apply to be exempt from state sales tax which allows the IGRA to purchase items tax free. Any profit the IGRA has will not be subject to any income tax and could be used to further the IGRA purposes.

Our preparation fee for completing the Form 1023 for the IGRA would be approximately \$500. This could vary based on how much time is spent obtaining information and putting it in a format the IRS will accept. For example, if the four years of financial data has not been organized in the way that the IRS desires and we have to convert the information you provide, the fee could be higher. If you would like us to amend the Articles of Incorporation, we can do that as well for \$150. After receiving Federal nonprofit status, we can help you apply for state exemption as well and that fee will be significantly lower as those forms are less complex.

Please let us know how we can help you proceed with any of these steps.

Sincerely,

Vicki Knox

----- Forwarded message -----

From: **Merry Balson** <MBalson@wadeash.com>
Date: Thu, Feb 5, 2015 at 10:33 AM
Subject: IGRA Application for 501(c)(3)
To: "igrabruce@gmail.com" <igrabruce@gmail.com>
Cc: L Lee Roberts <LRoberts@wadeash.com>

Hi Bruce, It was a pleasure speaking with you this morning about IGRA and its need for an exempt organizations/nonprofit attorney. I understand that IGRA has been a Colorado nonprofit corporation for many years but has not applied for tax-exempt status as a Section 501(c)(3) organization. I also understand that the board has decided that 501(c)(3) status would be beneficial to IGRA and its members and that it is now looking for assistance from an attorney to help navigate that process.

As we discussed, this process would involve amending and restating your articles of incorporation and bylaws to conform to IRS requirements, and working with you to prepare the Form 1023 application for recognition of exempt status as a Section 501(c)(3). That application preparation is where we generally spend the bulk of our time in a matter like this. Our fees for this work would be based on our hourly rates for the time spent on your project and we bill in .1 increments (10ths of an hour). My hourly rate is \$300 and my paralegal's rate is \$165. We estimate the time involved to get IGRA approved as a tax-exempt organization would be in the range of \$8,000-10,000, depending on how much work we do, and how much you are able to do yourself. As we also discussed, we will work with you as little or as much as you would like through this process. We understand that nonprofit organization's budgets are tight, particularly for legal fees, and we do our best to be efficient and keep the fees as low as possible.

In terms of my background, I have worked with private foundations and operating nonprofit entities my entire career. Although I work with new nonprofit organizations routinely, I have also have worked with a number of clients in similar situations to IGRA over the years, including nonprofit organizations that had been operating for years without a federal income tax exemption but thought they were exempt, and those who converted from for true profit organizations to tax-exempt nonprofit organizations, so I am familiar with the potential issues that arise in these situations. While we cannot guarantee a favorable result since the IRS will make its own determination on these matters, we will work with you to make sure your application to the IRS is as free of red-flags and areas of concern as possible.

If you choose to hire us, we would send you a more formal "engagement letter" setting out what we will do for you, the fees we will charge and some of our policies, and we would ask for ½ of our fee as a retainer before we begin work.

I look forward to hearing from you.

Cordially,

Merry Balson
Merry H. Balson

Of Counsel

Wade Ash Woods Hill & Farley P.C.

Cherry Creek Corporate Center

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Denver, Colorado 80246

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