



**International Gay Rodeo Association
Meeting Minutes**

Executive Board of Directors Meeting

Date: March 27, 2024

Time: 7:00 pm

Place: ZOOM

Recorder: Gene Fraikes – IGRA Secretary

Call to Order	President Brian Helander called the meeting to order at 701pm
Roll Call	Taken by Gene Fraikes – IGRA Secretary sheet attached
Quorum	A quorum was present

ORDER OF BUSINESS

- **APPROVAL OF MINUTES FROM FEBRUARY 28, 2024 EXECUTIVE BOARD MEETING**
 - **Motion by Robert Thurtell to approve the minutes and seconded. Motion passed.**
- **IGRA UNIVERSITY 2025**
 - **David Hill reported that 2024 made \$1,978.00. Brian stated he would like to have University in same place and time as 2024. This will be on the agenda for the Denton board meeting.**
- **WGRF 2024 ASST. RODEO DIRECTOR SELECTION**
 - **Discussion was held around the process for making this appointment. The 3 candidates for this position were presented based on the written applications. Guy Puglisi moved to select Nicole Reighlie to fill the WGRF Asst. Rodeo Director position. Second by Sammy Simpkin. Motion Passed**
- **WGRF 2025 FACILITY/HOTEL CONTRACT ONGOING REVIEW AND UPDATES**
 - **Brian advised that the completed contract for the facility and hotel would be presented and voted on at the Denton board meeting. Guy Puglisi made a motion to approve the facility contract and was seconded by Robert Thurtell. Motion passed.**



*International Gay Rodeo Association
Meeting Minutes*

- **THE COWBOY CHANNEL INQUIRY**
 - **Brian Helander reported on the email received from The Cowboy Channel. Discussion was held and nobody seemed to think that our rodeo on The Cowboy Channel would be a good fit. Brian reported there may be more on this later.**
- **2023 ANNUAL REPORT**
 - **Brian reminded everyone as a 501c3 we are required to provide an annual report. David Hill is still working on the financials to include in the report. Brian advised he would like to present the report for approval at the Denton Board meeting.**
- **Letter from CGRA concerning Jack Morgan not in good standing. Motion by Guy Puglisi to file the letter from CGRA in corporate records and take no other action. Second by Robert Thurtell. Motion passed. Discussion was held concerning where corporate records such as this should be held. It was determined that would need to be address in the near future.**

Meeting Adjourned at 815pm.



International Gay Rodeo Association

Rodeo Directors 'Black Shirt Program' Questionnaire

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Name: Michael Norman

Member Association: RRA & CBA

1. Tell the Committee about yourself including things that may be beneficial to your consideration? (i.e. Life, Accomplishments, Awards, Recognitions etc.)

*President's award recipient. Certified official for 30+ years
Past 1st TGRA Rodeo Dir w/ Tom Montgomery. Conference
been in TGRA 40+ years been to most fairs past 30 years*

2. What skills do you possess that you feel enhance your consideration as a qualified candidate as a WGRF Rodeo Director?

*years of knowledge helped other association with their rodeo
know importance for buckles sales, vendors with eye on costs*

3. Your involvement as a 'Black Shirt', could at times, cause you to perform duties and tasks that you may have been opposed to, while working with the WGRF Committee. How would you deal with situations like this?

*Always do my best, adapt well, learn from others being open
to seeing what has worked in the past work with the
leadership*

4. Throughout this Program the ultimate goal is one of producing forward thinking, visionary Rodeo Directors who will one day be in charge of the production of World Gay Rodeo Finals, under their Leadership. Please explain what your vision (once you achieve this role) would look like. Expand on things you have seen and things that you would love to see. What would your WGRF look like?

well organize what is expected by contestants and comedy
be open to change learning from past rodeos & rodeo directors
want what is best for FGRF what will make money
working with the officials for the rodeo team work

This is short too the point focused on getting the job done

Thank you for your interest in the IGRA 'Black Shirt' program. Please feel free to use additional paper, if necessary.



International Gay Rodeo Association
Rodeo Directors 'Black Shirt Program' Questionnaire

Name: Charlie Colella <https://getbuilt.com/>

Member

Association: DSRA/TGRA

1. Tell the Committee about yourself including things that may be beneficial to your consideration? (i.e. Life, Accomplishments, Awards, Recognitions etc.)

I have been involved with IGRA for approx. 33 years. During this time I have been a contestant and have held several positions in administration. I began competing in 12 events in the early years. In the early 1990's GSGRA-LA split into 2 Chapters (LA and LA Central) and I became President of GSGRA-LAC. In 1992 I organized the LA Gay Pride parade entry for GSGRA-LAC which included 30 cowboys/cowgirls on horseback, wagon pulled by 2 Clydesdales with 20 members and a separate float with approx. 30 more members. The offices I've held are 2014-15 TGRA State Contestant Rep, 2017 TGRA Dallas Chapter Rep., IGRA Sportsmanship Award (2007), Rodeo School Instructor for GSGRA, TGRA, DSRA, NMGRA, 2023 IGRA President's Award. In 2012 I won All-Around Cowboy at the Oklahoma rodeo. One of my most proud moments is running a 20.79 in Pole Bending on my horse Dashin Peppy Jet in Oklahoma, 2009 (I believe that's the 2nd fastest time for IGRA), participating with IGRA in the Gay Games in Ohio, and lastly being part of the 2023 WGRF Committee. I am currently the 2024 IGRA Sponsor Chair and a member of the 2025 50 Year Reunion Committee.

I grew up in a suburb of Chicago, IL and have since lived in Los Angeles, Long Beach, Palmdale, CA and Pilot Point and Collinsville, TX. I currently reside in Sadler, TX on 14.48 acres. I have 3 horses, 2 white donkeys, 2 cats and a dog and have raised and trained all of my horses. I grow and sell Bermuda hay under Hay Charlie, LLC. Outside of IGRA, I work for FedEx Services as Sr. Technical Consultant.

2. What skills do you possess that you feel enhance your consideration as a qualified candidate as a WGRF Rodeo Director?

Being a contestant for so long and being involved administratively has given me some insight into what it takes to produce rodeos. It has taught me that there are so many facets to this organization and how we all have to work together to succeed at one thing, rodeo. However, there is still a lot that I would like learn from the current 'Black Shirts' moving forward. I can be quiet and reserved (at times!) but am also outgoing as I was able to procure sponsors for WGRF 2023 which was indeed a challenge.

3. Your involvement as a 'Black Shirt', could at times, cause you to perform duties and tasks that you may have been opposed to, while working with the WGRF Committee. How would you deal with situations like this?

As a 'Black Shirt', or being part of any committee, my attitude is that I do this for the benefit of IGRA. I have a job to do and will do it to the best of my ability for the good of IGRA. I may question something to better understand, however, I will do what is asked of me. In 2023, while working on the Season Champ awards, I knew prior to Finals who would win these awards. Despite personality conflicts, that did not deter me from procuring very nice awards as these are from IGRA.

4. Throughout this Program the ultimate goal is one of producing forward thinking, visionary Rodeo Directors who will one day be in charge of the production of World Gay Rodeo Finals, under their Leadership. Please explain what your vision (once you achieve this role) would look like. Expand on things you have seen and things that you would love to see. What would your WGRF look like?

Down the road, I see a WGRF as a show. I envision the stands completely full with crowds cheering on their favorite cowboy/cowgirl. I would also like to see entertainment for the audience to keep them engaged. Years ago, these rodeos were like festivals. There was plenty of food and merchandise vendors, dance floors outside of the actual rodeo so that the spectators could walk around and enjoy more than just the rodeo. In past years some Associations have had bands performing during the breaks in the events, or on the outside of the arena. Spectators could walk around, grab a drink/food and chill with the band for a while.

I would also like to incorporate a celebration of the event winner after the event. I would like to have a Side-by-Side drive the contestant around the arena with a flag with the event and sponsor name on it. (Even though the winners are unofficial at the time.)

At the end of the weekend, a spectacular party to celebrate everyone and everything that went into WGRF. I'd like everyone to go home not just exhausted from playing in the dirt, but exhausted from the celebration!

Thank you for your interest in the IGRA 'Black Shirt' program. Please feel free to use additional paper, if necessary.



International Gay Rodeo Association
Rodeo Directors 'Black Shirt Program' Questionnaire

Name: Nicole Reighlie Member Association: DSRA

1. Tell the Committee about yourself including things that may be beneficial to your consideration? (i.e. Life, Accomplishments, Awards, Recognitions etc.)

I started on the Chute Crew in 2018, attend anywhere from 5-9 rodeos a year since then, have worked Arena Crew (purple shirts), been assistant arena director (blue shirt) and have finished my Chute Crew Coordinator Program and been a Chute Crew Coordinator (green shirt) and was on the 2020 Royalty Team that actually served two years. Anyone that knows me knows my work ethics, always above and beyond. Always willing to do whatever needs to be done. Outside of rodeo, I have been an activist for the LGBT community, started support groups for the Trans Community, started social events "GNO" (still going to this day) for the Trans Community, was a radio personality for a LGBT radio show that aired weekly, and was later asked to sit on the board of the radio station on the finance committee. Not only am I an advocate for Trans people but also the Gay rodeo in my daily life and travels. Here's an excerpt from an article for the "Pitch Newspaper" that was written on the Kansas City Trans community.

A cross always hangs from Nikkie's neck, usually beneath a stylish leather jacket and blond hair that curls at the tips. Raised Irish Catholic, she bears the weight of going to work each day as a man.

"This is how I finance my personal journey," Nikkie says. "It's just a steppingstone. Work is the automobile to get me to my destination."

Nikkie is a linchpin in the Kansas City male-to-female transitioning population. She hosts a support group to address issues such as putting on makeup, shopping, and the actions or gestures that most girls learn in adolescence. Her hope is to help these trans women build the confidence to attend Girlz Night Out, a weekly social gathering held at downtown bars for the past three years that has attracted more than 100 trans women from as far away as Oklahoma.

"We're trying to make the 't' not so silent in Kansas City," Nikkie says. "It takes everything in the world to make the walk from your car to the front door. You have to have the courage to get dressed, drive somewhere and go out."

2. What skills do you possess that you feel enhance your consideration as a qualified candidate as a WGRF Rodeo Director?

People that know me, know that I will do whatever it takes, "Can't never Could". Beyond bringing diversity to group, the visibility of having an actual Trans member in a black shirt at finals speaks volumes to being an inclusive group. This can be pushed publicly by IGRA and myself to the "trans" community.

3. Your involvement as a 'Black Shirt', could at times, cause you to perform duties and tasks that you may have been opposed to, while working with the WGRF Committee. How would you deal with situations like this?

This is simple, everyone has their own views, their own opinions, but everyone needs to understand that everyone else on the board has theirs and when the board collectively shares a view that one might not agree with, well its time to be an adult and except that your view might be different, but the task still needs to be completed.

4. Throughout this Program the ultimate goal is one of producing forward thinking, visionary Rodeo Directors who will one day be in charge of the production of World Gay Rodeo Finals, under their Leadership. Please explain what your vision (once you achieve this role) would look like. Expand on things you have seen and things that you would love to see. What would your WGRF look like?

My vision of a rodeo is an all-inclusive rodeo that continues to preserve the western heritage for which IGRA has built its foundations on. I have seen a couple ways to engage the community, one being mutton busting. I believe we need to get the communities more involved and to do this we need to increase our visibility in our communities. So many people have never heard of "gay rodeo" and we need to change that. I think the best way to do that, is to be active in our own gay pride events to raise awareness and seek out media attention, whether that be print, radio or TV for the rodeo at hand. We've made the documentaries, and they are great for educating the community, now we need to advertise the when and where so that people can come and enjoy. In today's political environment letting the LGBTQIA+ community know there's a place where they can come and be accepted is important. By doing this we will continue to grow.

Thank you for your interest in the IGRA 'Black Shirt' program. Please feel free to use additional paper, if necessary.

IGRA EXECUTIVE BOARD OF
DIRECTORS ROLL CALL

March 27, 2024

ASSOCIATION		NAME	TRUSTEE	ALTERNATE
President	X	BRIAN HELANDER		
Vice President	X	MICHAEL VROOMAN		
Secretary	X	GENE FRAIKES		
Treasurer	X	DAVID HILL		
CGRA	X	ROBERT THURTELL		
NGRA	X	GUY PUGLISI		
RRRA	X	SAMMY SIMPKIN		
30% = 1.8(2)				

LICENSE AGREEMENT

1566-65-65-80281

BY AND BETWEEN

RENO-SPARKS CONVENTION AND VISITORS
AUTHORITY

International Gay Rodeo Association
World Gay Rodeo Finals 2025
c/o Brian Helander
Email: bhelander@me.com

Date of Contract: 9/1/2023
Date of Events: 10/9/2025 - 10/13/2025

Ticketed Events, Room Night Contract

RMM

LICENSE AGREEMENT RSCVA

This License Agreement 1566-65-65-80281 is executed between the RENO-SPARKS CONVENTION AND VISITORS AUTHORITY ("RSCVA") and International Gay Rodeo Association. ("LICENSEE") with offices at PO Box 460504 Aurora, CO 80046 .

RECITALS

- I. RSCVA manages, operates and maintains the following venues: the Reno Sparks Convention Center (RSCC), the Reno Events Center (REC), the National Bowling Stadium (NBS) and the Reno Sparks Livestock Events Center (RSLEC).
- II. Licensee desires to use space in the Reno-Sparks Livestock Events Center (the "Facility"), as described on (EXHIBIT "A"), for the purpose and upon the terms hereinafter provided.
- III. The Premises will be used by the Licensee and its authorized and approved contractors ("Service Contractors") and exhibitors ("EXHIBITORS") and may be available to other persons ("Attendees"). Upon receipt of written request, in the event that Licensee's Event does not utilize the entire Facility, RSCVA will provide the Licensee with a list of other users or intended users of the Facility during the term of the Event.
- IV. Licensee may not assign this Agreement or any interest therein or permit the use of the Premises or any part thereof other than for event related purposes without the prior written consent of RSCVA. Any attempted assignment without the prior written consent of RSCVA shall be null and void.
- V. RSCVA's Building Rules and Regulations and RSCVA's Emergency Response Plan (copies of which Licensee acknowledges have been provided to Licensee) and Reno's Fire Department's Fire Prevention Regulations are hereby incorporated into this Agreement by reference. RSCVA reserves the right to change such rules and regulations in writing from time to time for emergency or unanticipated life safety reasons and will provide Licensee with such changed rules and regulations which shall be binding upon Licensee. Any changes made to RSCVA Building Rules and Regulations, with the exception of life safety issues, will be mutually agreed upon in writing by RSCVA and Licensee, but which will not significantly impair Licensee's use of the Premises.
- VI. Due to the current pandemic, it will be the responsibility of the client to ensure all current guidelines for the COVID-19 virus are followed as mandated for the State of Nevada, Washoe County and the City of Reno.

NOW, THEREFORE, RSCVA hereby permits Licensee and Licensee agrees to the use of those areas of RSCVA as hereinafter described ("PREMISES") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

CONCESSIONS:

- Complimentary move-in days (a value of \$2,425.00).
- 15% Non-Profit discount (a value of \$928.13).
- \$725.00 Main Arena cleaning fee per event day.
- \$250.00 fee per event day for additional arena drag.
- Client responsible for any other ancillary charges i.e. dumpsters, shavings, stalls, internet, etc.
- Client may sell their own tickets and agrees to pay \$1.50 facility fee per ticket sold and 9% live entertainment tax which will be paid by RSCVA.
- Client must provide ticketing reports within 24 hours after the event.

1. **Headings:** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

2. Use of Premises:

- A. The Premises shall be used for an occurrence to be called: **World Gay Rodeo Finals 2025**
If requested by RSCVA, Licensee shall provide RSCVA with a detailed description of the Event.
- B. Licensee shall not use the Premises or permit to be used by any Employee, Service Contractor, Exhibitor or Attendee:
 - i. For any illegal purpose;
 - ii. In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
 - iii. In any manner which could vitiate the insurance or increase the rate of insurance on RSCVA;
 - iv. In any manner which constitutes waste or nuisance according to state or local law;

- v. In any manner which causes injury to RSCVA; or
- vi. In violation of RSCVA's Rules and Regulations, as such may exist from time to time.

C. Licensee shall conduct business in the Premises in a dignified and orderly manner with full regard for public safety and in conformity with the City of Reno's Fire Regulations and RSCVA's Emergency Response Plan as such may exist from time to time. Licensee agrees that it will not allow any Employee, Service Contractor, Exhibitor or Attendee at, in or about the facilities to whom RSCVA may reasonably object and such person's right to use the facilities may be revoked immediately by RSCVA with the approval of Licensee. More detailed rules relating to the use of RSCVA are contained in RSCVA's Building Rules and Regulations and the City of Reno's Fire Regulations (<https://www.reno.gov/government/departments/fire-department/fire-prevention>) and RSCVA's Emergency Response Plan. The terms and conditions of this agreement expire, and space may be released if a signed License Agreement and initial deposit, if applicable, is not received within thirty (30) days of when the License Agreement was issued, or as otherwise required by the RSCVA.

D. **Event Requirements:** FLOOR PLANS for use of RSCVA facilities are due to RSCVA at least sixty (60) days before the first move-in day for Fire Marshall approval. A description of all utility services (electrical, telecommunications, plumbing, fiber-optics) for the exhibit hall(s) is due no later than thirty (30) days before the first move-in day. SET-UP SHEETS for general sessions, meeting rooms, registration, staging and food and beverage requirements and utilities in these Premises are due no later than thirty (30) days before the first move-in day. In no event will RSCVA be responsible for any inconvenience or delay arising from the late delivery of any such information. If Licensee fails to provide this information as required, it shall waive its complimentary one-time room set and pay to RSCVA the cost of equipment and labor and any other fees arising from such delay. RSCVA shall determine, in its sole discretion, what reasonable additional fees or costs are required as a result of the delay.

E. Licensee acknowledges that it bears sole risk of loss if it sells exhibit space before performing all of its obligations under this Agreement, including, but not limited to, execution of this License Agreement by the RSCVA Vice President of Sales, payment of all fees due under this Agreement, obtaining RSCVA's approval of floor plans and supplying certificates or policies of insurance pursuant to Section 19.

3. **Leased Areas:** RSCVA grants to Licensee permission to use the Premises in the Facility including corridors for ingress and egress, during the dates and times indicated on EXHIBIT "A". RSCVA reserves the right to control all lobby and other common areas in the Facility. RSCVA will permit Licensee to use those areas of the lobby and other common areas as it deems appropriate.
4. **Minimum RSCVA Rental:** For use of the Premises in the facilities, Licensee shall pay to the RSCVA **\$7,209.38** as outlined in (EXHIBIT "B"), and/or the venue rental schedule.

Under the Minimum RSCVA Rental, RSCVA shall furnish, without cost to the Licensee, normal heat and air conditioning during Event hours, overhead lighting (on terms further set forth herein), restroom facilities, janitorial services consisting of cleaning of common public areas, perimeter security (not Event security), provided that Licensee complies with the requirements on Section 2D.

Initial Deposit (10%) or \$720.94 payable upon execution of License Agreement

Second Deposit (40%) or \$2,883.75 payable no later than 4/12/2025

Final Deposit (50%) or \$3,604.69 payable no later than 7/11/2025

Licensee shall separately pay for all services, equipment and personnel ("Services") not specifically covered by the Minimum RSCVA Rental. Licensee must use and pay for RSCVA-provided fire fighter and emergency medical services and trash removal. RSCVA also provides certain Services at the facilities on an exclusive basis. Licensee shall not contract or permit others to contract Services (electrical, telecommunications, ISP, AV, Wi-Fi, Security, Rigging, food & beverage, box office personnel) that RSCVA provides on an exclusive basis. Only RSCVA-provided order forms, equipment rate schedules and operating procedures may be utilized for RSCVA provided Services. If RSCVA does not provide a type of Service on an exclusive basis, Licensee may use other Service Contractors approved by RSCVA. RSCVA will not unreasonably withhold its consent to approval of a Service Contractor. No Services may be used at or supplied to the Facility which are not furnished by an RSCVA approved supplier.

If Licensee has not paid in full, the A/R balance due at the end of the event, within 90 days, Licensee will no longer be entitled to a 1st Hold on the next scheduled event. If the A/R balance due, goes over 120 days, Licensee will be removed from the future events schedule until such balance is paid. If removed from the future events schedule, RSCVA shall be permitted to book Licensee's dates without notice to Licensee. Once paid in full, the future event will be reinstated, based on the availability on the Facility event

schedule.

Should RSCVA cancel the Event except for reasons of Licensee default as outlined in Section 25 of this Agreement, RSCVA will return to the Licensee all Minimum Facility Rental deposits received prior to the notification of cancellation.

Should RSCVA cancel the Event except for reasons of Licensee default as outlined in Section 20 Liquidated Damages/Cancellation of this Agreement, RSCVA will return to the Licensee all Minimum Facility Rental deposits received prior to the notification of cancellation.

Notwithstanding the foregoing, first-time events without a history at the RSCC, RSLEC, REC or NBS or, an event with a record of slow payment, may be required (at the option of the Vice President of Facilities) to remit up to One Hundred Percent (100%) of the facility rental and related expenses upon execution of contract. RSCVA is not obligated to pay interest on any deposit called for by this Agreement or hold the deposit separate from RSCVA's other funds. Additional charges incurred are due upon receipt of invoice. Interest will be assessed at 1.5% per month on any balance due more than thirty (30) days after date of billing.

5. **Box Office and Ticketing:** ~~Public ticket sales must be conducted by RSCVA's exclusive ticketing agency.~~ Client responsible for all ticket sales.
- a. Exclusivity. Licensee understands that RSCVA exclusively uses Ticketmaster to provide ticketing services at all facilities that encompass RSCVA Reno facilities. Licensee is responsible for all costs associated with this service including Box Office administration set-up, ticket printing, credit card fees and box office staffing.
 - b. Capacity. No tickets to any event, entertainment or exhibition shall be sold or distributed in excess of the seating or occupancy capacity. Capacity shall be mutually determined by RSCVA and the City of Reno Fire Marshal. The decision as to the number of persons permitted, as decided by the appropriate fire personnel shall be final.
 - c. ~~Consignment. Any tickets RSCVA releases on consignment shall be done so upon RSCVA's receipt of the rental deposit as outlined in Exhibit B of this Use License Agreement. Prior to release of any consignment tickets Licensee agrees to sign a "Consignment Letter". Any unsold tickets must be reported to and confirmed by RSCVA 2 hours prior to the opening of the event. Any consignment tickets not returned shall be considered sold and subject to all taxes and fees applicable.~~
 - d. Complimentary tickets to others shall not exceed five (5%) percent of event capacity without written authorization from RSCVA. In the event complimentary tickets are distributed in excess of five (5%) percent of event capacity, RSCVA has the right to count such tickets as sold tickets and will be subject to all taxes and fees applicable. Complimentary tickets may not be offered or distributed for sale by Licensee.
 - e. Ticket Prices. Licensee agrees to sell all tickets at the prices as advertised by Licensee and approved by RSCVA. Any changes in ticket prices shall require prior written approval of RSCVA.
 - f. Ticket Dispute. All ticket disputes are the responsibility of the Licensee.
 - g. Customer Credit. Licensee shall be responsible for the credit-worthiness of its patrons.
 - h. Facility Fees and Taxes. Licensee is responsible for the payment of per ticket Facility Fees (if applicable) and associated city, state and federal taxes.
 - i. Event Settlement. All events that have rent based on a percentage of tickets sold are to be settled no later than two (2) hours after the close of the box office unless otherwise agreed upon by both RSCVA and the Licensee. RSCVA may, at its option, retain Licensee's security deposit until all event expenses are determined and the event settlement is finalized.
6. **Security Deposit:** A security deposit in the amount of \$0 to assure full and faithful performance of this agreement is due 30 days prior to the first move in date. RSCVA may, but shall not be required to, use apply or retain all or any part of this security deposit for the payment of any sum in default, or for the payment of any amount which RSCVA may spend or become obligated to spend, to correct a deficiency caused by Licensee, its sub-Licensee, contractors or attendees, including but not limited to damage to the facility, excessive cleaning, extra equipment or extra labor. If Licensee shall fully and faithfully perform every provision of this License Agreement, the Security Deposit or any balance thereof shall be returned to Licensee within fourteen (14) days following the later of expiration of the Term or surrender of the premises to RSCVA.

7. **Taxes and License Fees:** Licensee agrees that all sales, use, excise and any other taxes and any other license fees which are required to be paid by Licensee to any governmental or accepted licensing authority shall be calculated based upon the criteria outlined by such authorities. Any such fees will be withheld by RSCVA and paid to the correct governmental or accepted licensing agency. Licensee and any successor or assign and RSCVA recognize and understand that this Agreement may create a possessory interest subject to property taxation, and that the Licensee and any successor or assign may be subject to the payment of property taxes levied on such interest. Licensee shall have no right to require that the Security Deposit be applied to amounts otherwise due and owing to the RSCVA.
8. **Event Rules:** Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities.

Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

9. **Utilities:** If Licensee or any exhibitor so desires, upon written order of Licensee, RSCVA will cause electric, gas or water service connections to be installed, adjusted or effected as follows. Minimal illumination will be allowed for Move-In and Move-Out days; full illumination will be allowed on Show days. Additional lighting requested by Licensee will be assessed a user charge based on actual usage at current scheduled rates; additional heating and air conditioning will be charged at full-day rental rate. RSCVA agrees to make available to Licensee, through Licensee's RSCVA approved and contracted electrical, water and gas agent, all electric power, gas and plumbing required by Licensee up to RSCVA's existing capacity, and Licensee agrees that any agreement with its approved and contracted electrical, water and gas agent, will require said agent to reimburse RSCVA with a surcharge based on the electrical, water and gas agent's current contract with RSCVA based on all electric outlets, equipment, floodlights and labor charges levied by Licensee or its electrical, water and gas agent, to Licensee, its exhibitors and subcontractors on all utilities made available by RSCVA. All electrical service provided to Licensee and any exhibitor spaces will be included when calculating charges. Licensee further agrees that its electrical, water and gas agent will supply RSCVA with duplicate copies of all electrical, gas or water invoices made by said agent to Licensee and each exhibitor or sub-contractor within thirty (30) days after expiration of this License Agreement for the purpose of verifying the surcharge to be paid to RSCVA by said agent. In the event Licensee's agent fails to pay RSCVA any amount due hereunder, Licensee shall pay such amount to RSCVA upon submission of the documentation supporting a statement for the amount due RSCVA hereunder. All electrical, gas or water connections are to be installed by Licensee's designated, and RSCVA approved and contracted, utility service agent.
10. **Advertising: Limitation on distribution:** Licensee shall not distribute or circulate or permit to be circulated or distributed, any advertising material or program in or about the Facility common public areas, including the exterior and parking lots. This section is not intended to restrict the distribution of normal advertising material or product informational brochures from a designated meeting area or exhibit space.
11. **Television and Broadcasting:** No artistic performance or sporting event presented in the RSCC, RSLEC, REC, NBS, or any RSCVA venue or property shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between Licensee and RSCVA respecting the times and media of such broadcast, additional compensation to RSCVA as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by Licensee. This section does not restrict the normal production of audio or video tapes of meeting or seminar sessions for distribution or resale to attendees or Licensee association membership.
12. **Copyright and Trademark Indemnification:** Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this License Agreement unless Licensee has previously obtained written permission from the copyright or trademark holder. Licensee acknowledges that Licensee acts under this License Agreement as an independent contractor, charged with the responsibility in his sole discretion for selection of such performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Licensee deems appropriate and that Licensee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1989 – 17 U.S.C. 101), trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Licensee warrants their performance of this License Agreement will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Licensee will indemnify, save and hold harmless RSCVA, City of Reno, State of Nevada, Washoe County and

their officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. At RSCVA's sole option, however, and without any obligation whatsoever to do so, RSCVA may elect to deduct such copyright fees from the Event settlement and pay such licensing fees on behalf of the Licensee.

13. **Royalties and Claims:** Licensee agrees to pay when due, all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played staged or produced by the Licensee, its agents, employees, sub-Licensees or licensees upon or with the premises covered by this License Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Licensee agrees to hold harmless, indemnify and defend, at its own defense, RSCVA, City of Reno, State of Nevada, Washoe County and their officers, agents, employees and servants against any and all such claims or charges. Subject to, and without limiting Licensee's obligation to indemnify, defend and hold harmless the foregoing parties, Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
14. **Environmental Compliance:** Licensee shall be responsible for the proper care, handling, security, removal and disposal of all hazardous materials entered upon the Facility by Licensee, or its sub-Licensees, as required by current Environmental Protection Agency, or other applicable federal, state or local standards in effect at the time of occupancy. Upon request by RSCVA, Licensee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation or disposal of materials left on the premises will be paid by Licensee.
15. **Fire or Casualty: Abatement; Termination:** In the event any part of the Premises, as a result of damage by fire or other casualty, is rendered unusable for the conduct of Licensee's business, the RSCVA shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises as a result of any damage from fire or other casualty. Furthermore, in the event of such damage from fire or other casualty, the RSCVA shall have no obligation to repair any equipment, furniture, fixtures, paneling, ceilings, carpets or other floor coverings, partitions, drapes or any personal property installed in or about the Premises by the RSCVA or Licensee, unless the negligence or willful misconduct of the RSCVA is the cause of the fire or other casualty.
16. **Evacuation:** It is mutually agreed by and between the parties that in the event the RSCC, RSLEC, NBS, REC, any RSCVA venue or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for its successors and assigns, shall and does hereby release RSCVA, the RSCVA, the City of Reno, Washoe County and State of Nevada and all officials, officers, representatives, agents, employees and servant of the foregoing from any and all liability for injury loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, excepting liability arising from sole negligent acts RSCVA, the City of Reno, Washoe County, and State of Nevada or their officers, employees and agents. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such agents, employees and servants from any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as the result of such evacuation or direction to evacuate, excepting liability arising from the sole negligent acts of RSCVA, the City of Reno, Washoe County, State of Nevada or their officers, employees and agents. Under emergency circumstances, the President, CEO of the RSCVA or his designee shall assume complete control of the RSCC, RSLEC, REC and/or NBS. Every reasonable effort will be made by the RSCVA to notify Licensee of any pending action in regard to emergency evacuation.
17. **Objectionable Persons:** The RSCVA, through the RSCVA's Vice President of Facilities, and its agents and employees, reserves the right to eject any objectionable person or persons from the RSCC, RSLEC, REC or NBS, or any part thereof, if in the sole determination of RSCVA, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the the RSCVA, its agents or the appropriate law enforcement agency, Licensee specifically waives any right to any claim for damages against the RSCVA for such actions. Every reasonable effort will be made by RSCVA to notify Licensee of any pending action in regard to any cause to which this section applies.
18. **Disposal of Property:** In the event of the expiration of this License or other re-entry of the Premises by RSCVA as provided in this License, any property of Licensee not removed by Licensee, its sub-Licensees or contractors, upon the expiration of RSCVA upon the expiration of the term of this License, or within forty-eight (48) hours after a termination by reason of Licensee's default, shall be considered abandoned and RSCVA may remove any or all of such property and dispose of the same in any manner or store the same in a public warehouse or elsewhere for the account of, and at the expense and risk of, Licensee. If Licensee shall fail to pay the costs of storing any such property after it has been stored for a period of thirty (30) days or more, RSCVA may sell any or all of such property at public or private sale, in such manner and at such places as RSCVA, in its sole discretion, may deem proper,

without notice to or demand upon Licensee. In the event of such sale, RSCVA shall apply the proceeds thereof first to the cost and expense of sale including reasonable attorneys' fees; second to the repayment of the cost of removal and storage; third to the repayment of any other sums which may then or thereafter be due to RSCVA from Licensee under any of the terms of this License; and fourth, the balance, if any, to Licensee.

19. **Event Insurance:** Licensee shall at its own expense secure and maintain through the term of this Agreement, including move-in and move-out days, the insurance listed below. Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers under federal and Nevada law and having agents in Nevada upon whom service of process may be made. Each insurer shall maintain a current A.M. Best rating of A VII or better, unless otherwise approved in writing by the RSCVA.

All such insurance shall be primary of any other valid and collectible insurance of Licensee and/or RSCVA and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this Agreement.

A. Commercial General Liability (CGL) Insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or be written with a limit of not less than twice the occurrence limit. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. Coverage shall not be subject to any exclusions for injury or damage arising out of actual or alleged sexual, physical or emotional abuse or molestation by Licensee, including its staff, volunteers, or other representatives.

B. If applicable and as determined by the RSCVA, Liquor Liability Insurance with limits of not less than \$2,000,000 each common cause and in the aggregate.

C. Workers' Compensation Insurance as required by Nevada law;

D. Employer's Liability Insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles, including loading and unloading operators.

Additional Insured: Commercial General Liability and, if required, Liquor Liability Insurance policies shall include as additional insureds: (i) RSCVA, (ii) City of Reno, (iii) Washoe County (iv) State of Nevada and (v) each of their officers, agents, beneficiaries and employees. Additional insured status shall be at least as broad as the most current ISO additional insured form CG 20 11.

Waiver of Subrogation: Licensee waives all rights against the RSCVA, City of Reno, Washoe County, State of Nevada and each of their officers, agents, beneficiaries and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability, or commercial umbrella liability insurance obtained by Licensee pursuant to of this agreement. Tenant shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

Certificates of Insurance: Certificate(s) of insurance, copies of additional insured, primary coverage and waiver of subrogation endorsements, satisfactory to RSCVA, shall be furnished to RSCVA no later than thirty (30) days before the first move-in day of the Event. Each certificate of Insurance shall provide that insurance may not be canceled without Thirty (30) days advance written notice to RSCVA. If such notice is not available from Licensee's insurer(s), Licensee shall be responsible to provide notice prior to the cancellation, non-renewal, material modification or reduction in available insurance limits to the RSCVA. RSCVA herein confirms that it carries insurance as required by the City of Reno and Washoe County.

RSCVA reserves the right to purchase event insurance on behalf of the Licensee if the Licensee has failed to provide proof of insurance within seventy-two (72) hours of the start time of its event. RSCVA shall invoice the Licensee for the total charges of the event insurance and Licensee agrees that it will assume responsibility for purchased insurance and pay all charges within 10 business days of receipt of the invoice.

20. **Liquidated Damages/Cancellation:** If Licensee cancels this License, except for reasons of Force Majeure, covered by this Agreement, Licensee agrees to pay to RSCVA the following amounts as liquidated damages and not as penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages: Any cancellation should be done with written notice, no later than thirty (30) days prior to the move-in date of the event.

- A. IF LICENSEE CANCELS MORE THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, TWENTY FIVE PERCENT (25%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO RSCVA AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.

- B. IF LICENSEE CANCELS MORE THAN SIX (6) MONTHS BUT LESS THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, SIXTY PERCENT (60%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO RSCVA AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
- C. IF LICENSEE CANCELS LESS THAN SIX (6) MONTHS BEFORE THE FIRST SCHEDULED DAY OF THE EVENT OR IS IN DEFAULT OF ANY OF THE TERMS OF THIS AGREEMENT, ONE HUNDRED PERCENT (100%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO RSCVA AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
20. **Force Majeure:** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensors shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensors up to the time further performance is excused.
21. **Indemnification:** Licensee shall indemnify, defend and hold harmless RSCVA, City of Reno, Washoe County, State of Nevada and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an authorized area) caused to Indemnitees and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.
22. **Waiver of Claims/Property:** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Licensee or any of its Service Contractors, Exhibitors or Attendees. Licensee hereby waives any claims against RSCVA and the persons and Indemnitees described in Section 22 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of RSCVA, Washoe County, the City of Reno, the State of Nevada or their respective Members, Officers, Agents and Employees.
23. **Default:** Licensee shall be in default under this Agreement if any of the following Occur: (i) Licensee fails to pay any amount due hereunder (including, without limitations, payment of fees and maintenance of required insurance) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in the Agreement and Licensee fails to cure the same within five (5) business days after Licensee has been served with written notice of such default and prior to the first day of occupancy, or (iii) Licensee makes a general assignment for the benefit of creditors. RSCVA shall be in default under this Agreement if RSCVA fails to perform or fulfill any material terms, covenant, or conditions contained in this Agreement and RSCVA fails to commence a cure thereof within five (5) business days after RSCVA has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time, if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees or agents of such other term, covenant, or condition is such that it threatens the health, welfare or safety of any person or property, then RSCVA may, in its discretion, require that such breach be cured in less than five (5) business days and/or immediately. In no event will RSCVA be liable to Licensee for any damages caused by termination of this Agreement pursuant to this provision.
- If the breach is not cured within five (5) business days after receipt of such written notice and prior to the first day of occupancy, the non-defaulting party may terminate this License Agreement without penalty.
24. **Suit to Enforce:** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney's fees.

25. **Service Contractors:** Licensee assumes full responsibility for all acts of commission or omissions by Licensee's Service Contractors providing services to Licensee and its Exhibitors and Attendees. Licensee will assure that such Service Contractors will fully comply with all terms and conditions of RSCVA's Building Rules and Regulations as well as the provisions of this License Agreement and will be financially responsible for any non-compliance by Licensee's Service Contractors. Licensee is responsible for designating a check-in area for Licensee's Service Contractors.

If licensee uses outside vendors/contractors, they must be OSHA forklift and aerial lift certified and provide that certification to RSCVA prior to using any RSCVA equipment and must follow all OSHA guidelines in their use.

26. **Non-Exclusive Use:** RSCVA shall have the right to use or permit the use of any portion of the facilities not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. **This right shall be at the sole discretion of RSCVA.**
27. **Priority Booking Clause:** In compliance with the booking policy of the RSCVA the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement is flexible. If the RSCVA attracts a new Event to the City of Reno/ Washoe County utilizing Reno Facilities and that also generates hotel-room nights for the RSCVA/City of Reno/ Washoe County; the combined economic impact of the new event must exceed the **World Gay Rodeo Finals 2025** hotel/occupancy tax, and facility revenues, based on verifiable historical data from two venues/cities in which the event has previously occurred. If these circumstances occur, RSCVA, reserves the right to move the **World Gay Rodeo Finals 2025** per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event.
28. **Food & Beverage:** Unless otherwise expressly set forth herein, all food & beverage catering and concessions must be performed by ARAMARK as the RSCVA's exclusive in-house food and beverage provider. ARAMARK may utilize any unused space within the Facility for this purpose. No Food or Beverage of any kind will be permitted to be brought into the facilities by the Licensee's respective officers, directors, officials, employees, agents, volunteers, guests or invitees.
29. **RSCVA's Right of Entry:** In permitting the use of the Premises hereinbefore mentioned, RSCVA does not relinquish and does hereby retain the right to enforce all Rules and Regulations and all Public Safety and Emergency Response Plans for the efficient management and operation of the Premises. Duly authorized Representatives of RSCVA may enter any and all areas of the Premises in his/her normal course of business or in an emergency involving loss of life or to make emergency repairs that RSCVA deems to be necessary in its reasonable judgment for the safety and well-being of its employees and invitees at any time and on any occasion without restrictions whatsoever. Licensee shall at all times be subject to RSCVA's right to control. In no event will RSCVA or any of the Indemnitees be liable to Licensee for consequential damages or lost profits as a result of this right. If it is mutually determined that any injury, damage or loss of property to Licensee occurs as a result of the sole negligence, gross negligence or willful misconduct of representatives of RSCVA entering the Premises, Licensee will be entitled to recover damages if, and only if, Licensee has complied with all RSCVA Building Rules and Regulations and Reno's Fire Regulations and RSCVA's Emergency Response Plan. This right of entry will not in any way limit Licensee's right of quiet enjoyment and peaceful use of the Licensed premises free from unnecessary interference.

RSCVA will provide written notice of changes to Building Rules and Regulations as they are made.

30. **ADA Compliance:** RSCVA shall be responsible for ensuring that access into the Facility complies with the American With Disabilities Act ("ADA"). RSCVA shall also be responsible for ensuring to the extent possible that the common areas inside the RSCVA (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities. Licensee shall be responsible for ensuring that the Premises granted to Licensee by RSCVA complies in all respects with the ADA, including accessibility, usability and configuration. Licensee shall also be responsible for providing auxiliary aids and services such as wheelchairs, braille programs and materials, sign language interpreters, assisted hearing, TDD telephones and ramping for any programming of Event, and for ensuring that the policies, practices and procedures Licensee applies in its use and occupancy of the Premises are in compliance with the ADA. Should temporary sets, stage design, event platforms or other event related structures require additional or the relocation of ADA equipment or services, Licensee shall be responsible for providing such additional or the relocation of said equipment or services.
31. **Venue:** This Agreement will be governed by law of the State of Nevada. The venue for any dispute arising out of this Agreement will be in the City of Reno and Washoe County, Nevada.
32. **Non-Discrimination:** During the term and for the purpose of this Event, Licensee and RSCVA agree not to discriminate against any Event employee or any Event applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, military status, mental disability, religion or national origin and further agrees not to discriminate for the same

aforementioned reasons against any Event Attendees in connection with admission, services or privileges offered to or enjoyed by the general public. Licensee and RSCVA will also enforce the foregoing provision in connection with all employees, agents and all Service Contractors hereunder.

33. **Cumulative Remedies:** All rights, powers and privileges conferred hereunder upon RSCVA shall be cumulative and shall not be restricted to those given by law.
34. **Entire Agreement:** This document contains the complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.
35. **Notices:** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier service as follows:

To RSCVA:
Attention: Vice President of Sales
P.O. Box 837, Reno, Nevada 89504-0837

Mailed notice shall be deemed to have been given upon the deposit of the same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

36. **Remodeling/Construction:** If a remodeling/construction project is scheduled during the Event, RSCVA does not anticipate that remodeling/construction will present any significant interference with the Event, some impact from noise or similar interruption is possible.

Potential remodeling/construction project will have in place procedures to monitor and control noise and dust. RSCVA shall use its best efforts to mitigate any disruption and agrees to limit construction noise within the Premises. In no event, however, will RSCVA be liable for any consequential damages to the Licensee, including claims for lost or reduced income resulting from the interference or disturbance.

RSCVA's liability, if any, shall be limited to a return of the License Fee for any period of time that Licensee is unable to use the Premises because of this interference or disturbance. RSCVA will promptly inform Licensee in writing of any scheduled remodeling or construction.

APPROVAL OF CONTRACT:

This Agreement is not binding upon RSCVA until signed on behalf of the RSCVA by its Vice President of Sales and will be effective on the date signed by such Vice President of Sales.

EXECUTED:

RSCVA

International Gay Rodeo Association
Licensee

By:

Michael Larragueta,
Vice President of Sales

By:

Title:

Date:

Date:

EXHIBIT "A" TO LICENSE AGREEMENT

International Gay Rodeo Association
World Gay Rodeo Finals 2025
c/o: Brian Helander
PO Box 460504
Aurora, CO 80046
Email: bhelander@me.com

<u>Authorized Area</u>	<u>Day</u>	<u>Date</u>	<u>Time of Use</u>	<u>Purpose</u>
Barns - All	Thursday	10/09/25	7:00 AM - 11:00 PM	Load-in
Doc Bar	Thursday	10/09/25	7:00 AM - 11:00 PM	Load-in
Main Arena	Thursday	10/09/25	7:00 AM - 11:00 PM	Load-in
RV-ALL	Thursday	10/09/25	7:00 AM - 11:00 PM	Load-in
Barns - All	Friday	10/10/25	7:00 AM - 11:00 PM	Load-in
Doc Bar	Friday	10/10/25	7:00 AM - 11:00 PM	Load-in
Main Arena	Friday	10/10/25	7:00 AM - 11:00 PM	Load-in
RV-ALL	Friday	10/10/25	7:00 AM - 11:00 PM	Load-in
Barns - All	Saturday	10/11/25	7:00 AM - 11:00 PM	Event
Doc Bar	Saturday	10/11/25	7:00 AM - 11:00 PM	Event
Main Arena	Saturday	10/11/25	7:00 AM - 11:00 PM	Event
RV-ALL	Saturday	10/11/25	7:00 AM - 11:00 PM	Event
Barns - All	Sunday	10/12/25	7:00 AM - 11:00 PM	Event
Doc Bar	Sunday	10/12/25	7:00 AM - 11:00 PM	Event
Main Arena	Sunday	10/12/25	7:00 AM - 11:00 PM	Event
RV-ALL	Sunday	10/12/25	7:00 AM - 11:00 PM	Event
Barns - All	Monday	10/13/25	7:00 AM - 11:00 PM	Load-out
Doc Bar	Monday	10/13/25	7:00 AM - 11:00 PM	Load-out
Main Arena	Monday	10/13/25	7:00 AM - 11:00 PM	Load-out
RV-ALL	Monday	10/13/25	7:00 AM - 11:00 PM	Load-out

EXHIBIT "B" FINANCIAL SUMMARY REPORT

International Gay Rodeo Association

"World Gay Rodeo Finals 2025"

c/o: Brian Helander

PO Box 460504

Aurora, CO 80046

Email:bhelander@me.com

1. License Fee, Equipment and Service Expenses as required or requested for your event is \$7,209.38.

Department	Subtotal	Discount(s)	Service Charge(s)	Tax	Total
Rental	\$8,662.50	\$3,403.13	\$0.00	\$0.00	\$5,259.38
Operations	\$1,950.00	\$0.00	\$0.00	\$0.00	\$1,950.00
TOTALS	\$10,612.50	\$3,403.13	\$0.00	\$0.00	\$7,209.38

2. Estimated Service Expenses required to deliver you event will be billed to client at settlement:

Licensee responsible for advertising, event security, bag search security labor, event insurance, music licensing fees, catering, phones, permits, internet, sound, lights, video, stagehands, credit card fees at primary and secondary box offices.

ESTIMATED SERVICE EXPENSES	
Move In/Rehearsal:	
Show:	\$7,209.38
City of Reno Floor Plan Inspection \$195	
City of Reno Fire Department Inspector \$417	
Catering	
EQUIPMENT**	
Towels \$30 per dozen, white bath towels or black hand towels	
Phones \$200	
Internet Connection	TBD
Gases, CO2, propane, etc.	
Passenger Van (Estimate) \$120 plus \$30 gas charge	
Sound, lighting, video or back line rentals	
PERSONNEL**	
Runners paid at Stagehand rate, OT after 8 hours	
Stagehand bill per truck averages \$3,500 - \$4,000 for a touring show	
Stagehands @ scale and based on Technical Rider, estimate	
Event Security	
Uniformed Police	
Lane closure expense if attendance exceeds 4,000 \$1,641.50	
First Aid/Ambulance	
Clean up Crew @ \$35 per hour per person	
BOX OFFICE	
Nevada Live Entertainment Tax 9%	TBD
Cash	
Merchant Fee (3% on Credit Cards used at Primary and Secondary Box Offices)	
Facility Fee (@ \$3.50 per ticket sold)	TBD
Promoter rebate/bump \$0 per ticket sold	
TOTAL RENTAL ESTIMATE	

EXHIBIT "B" FINANCIAL SUMMARY REPORT CONT.

**Proposal should not be considered the total cost for your event.
Should you require additional equipment and services, these will be invoiced after the event.**

Payment of License Fee, plus additional costs as outlined in **Exhibit B** of the License Agreement shall be paid in accordance with the following terms:

Advance Deposit Required for event (\$0)

Payment Schedule

Amount due with your contract: \$720.94

Second Deposit Required: \$2,883.75

Final Deposit: \$3,604.69

Payment Due Dates

Due upon signing this License Agreement by

Due 4/12/2025

Due 7/11/2025

- A. If paying by check, please make out to: RSCVA (P.O. Box 837, Reno, Nevada 89504-0837) and reference your Event Name and date on the check.
- B. **Please note that actual event expenses may differ from the original Proposal. Added charges will apply for additional equipment or service expenses as required or requested and will be billed after the event.**
- C. We accept Visa, MasterCard, Discover and American Express.
- D. **Any outstanding balance will be due 10 days upon receipt of RSCVA invoice.**