

OFFICIAL RECORD

Requested By:
TOWN OF GENOA

Assessor's Parcel Number: N/A

Date: AUGUST 26, 2010

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 9 Fee: 0.00
BK-0810 PG- 6180 RPTT: 0.00



✓ Name: KRIS WILKISON, TOWN OF GENOA

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010.211

(Title of Document)

NO 2010.211

**AGREEMENT BETWEEN THE TOWN OF GENOA AND THE CARSON VALLEY
ARTS COUNCIL**

2010 AUG 26 PM 2:41

This Agreement is entered into on this 16 day of August, 2010 by and between the TOWN OF GENOA (hereafter Genoa) and the CARSON VALLEY ARTS COUNCIL (hereafter CVAC) for the purposes of Genoa and CVAC (collectively referred to as the Parties) coordinating and cosponsoring the 2011 Genoa Cowboy Poetry and Music Festival (Event)

TED THIRAN
OWNER

BY [Signature]
DEPUTY

WHEREAS, Genoa is an unincorporated Town formed under Nevada Revised Statutes 269.500 *et. seq.* and is a political subdivision of the State of Nevada and the County of Douglas; and

WHEREAS, CVAC is a domestic non-profit Corporation duly formed and maintained in accordance with the laws of the State of Nevada; and

WHEREAS, Genoa and CVAC are ready, willing, and able to fund, coordinate and cosponsor the Event; and

WHEREAS, Genoa and CVAC agree that it would be beneficial to Genoa and CVAC to enter into this Agreement wherein Genoa and CVAC would provide equal funds, and to the best of their ability, equal labor, and other related resources pursuant to the terms and condition of this Agreement in exchange for an equal split of the proceeds from the Event; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, and the recitals set forth hereinabove, all of which are incorporated into this Agreement and made a part hereof, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

I. TERM

The parties expressly acknowledge and agree that this Agreement is only for the Event, tentatively scheduled for May 5-8, 2011. Parties may renew this agreement annually with approval by Genoa Town Board and the Board of Directors for CVAC.

II. GOVERNANCE

1. **Steering Committee:** The Steering Committee shall be comprised of a Chairperson (Chair), Vice Chairperson (Vice Chair), and nine (9) Committee Chairs of each respective committee. The nine (9) Committee Chairpersons (collectively Committee Chairs) shall include logistics, entertainment, education, publicity/marketing, tickets, finance, volunteers, food and beverages, and art/retail. Agency Staff Liaisons will select the Steering Committee Chair, and assist the Chair to invite volunteers to serve on the Steering Committee. An organizational flowchart is attached hereto as Exhibit A.

Any event and/or activity associated with this event presented by one of the sponsoring

agencies will be reviewed and approved by the Steering Committee before it is presented. If a chair is unable to attend his/her own committee or a Steering Committee meeting, a representative should be asked to serve instead. If he/she misses more than two (2) consecutive meetings, he/she will be replaced by an appointment made by the Steering Committee. The Agency Staff Liaisons can make exceptions to this rule.

2. Chair: The Chair shall be responsible for the development of the Event, including oversight of the Steering Committee in the Event's planning and implementation. The Chair shall convene the Steering Committee meetings, set the agendas, and ensure meeting minutes are taken, approved and distributed. The Chair shall support the training and education of each committee chair. The Chair shall also work with the Agency Staff Liaisons and the Finance Committee Chair to track expenditures and revenues of the Event budget.

3. Vice Chair: The Vice Chairperson shall assist the Chair with the coordination of committee chairs as well as assisting with developing leadership for future Genoa Cowboy Poetry and Music Festivals.

4. Agency Staff Liaisons: Agency Staff Liaisons will ensure unity of purpose, communicating between the Board they represent and the Chair. They will keep Chair informed of the policies and procedures. Agency Staff Liaisons shall be accessible to the Chair and all committee chairs to offer support and guidance. Agency Staff Liaisons shall attend committee meetings as needed. The Agency Staff Liaisons do not vote.

5. Committee Chairs: The Committee Chairs shall be selected, recruited, and appointed by and through the Chair, Vice Chair, and the Agency Staff Liaisons. The Committee Chairs shall oversee the development of goals and timelines of their respective committee and any needed sub-committee. Committee chairs shall coordinate the flow of information and communication between their sub-committees and the Chair.

III. POLICIES AND PROCEDURES

Policies and procedures will be identified and developed throughout the process of planning and implementing the event, with an emphasis on completing a manual of policies and procedures as soon as possible. Developing the policies and procedures will be the responsibility of the Agency Staff Liaisons, working with the Steering Committee Chair.

IV. FINANCIAL REPORTING

The Town of Genoa and CVAC shall receive on a monthly basis, the event financial report, including copies of all executed contracts and invoices.

V. MARKETING AND PUBLICITY

All publicity shall be jointly coordinated between the Chair and the appropriate Committee

Chairs. Agency Staff Liaisons will assist with establishing the development of the plan, timelines and the accuracy of all information that is distributed. All publicity shall be equally and jointly owned by the Parties.

VII. RECORDS

Any and all documents, records, and/or communications produced or received in connection with the Event shall be considered community property of the Parties and shall be made accessible to both Genoa and CVAC through the Agency Staff Liaisons. If necessary, upon ten (10) days written notice, the requesting Party shall have full access to any requested documents, records, and/or communications from any entity associated with this Agreement.

VIII. OWNERSHIP RIGHTS

1. Content Created Prior to the Event: The Parties shall equally share the ownership and distribution rights of any marketing materials, including the website, flyers, pamphlets, photographs, video, or other recorded media taken by or on behalf of either Party prior to the event, subject to the ownership rights as expressly set forth with an agreement with an artist or graphic designer.

2. Content Created at the Event: The Parties shall equally share the ownership and distribution rights of any photographs, video, or other recorded media taken by or on behalf of either Party for future marketing purposes.

IX. ADMINISTRATION

1. The parties agree that the efforts of each Party and the delegation of duties in establishing and ensuring a properly coordinated, staffed, and secure Event is of utmost importance. Therefore, the Parties agree that the required funding shall be split equally between Genoa and CVAC and personnel will be provided to the best of each agency's ability,

2. The Agency Staff Liaisons shall act in the interest of both the event and their respective entities.

X. INSURANCE

1. Each Party shall obtain general liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000.00), on or before August 13, 2010 and provide proof of same to the other Party. Such insurance shall be approved by the Genoa Town Board and the Board of Directors for CVAC and name the other Party and Douglas County as additional insured.

XI. NOTICES

1. Notices and Communications ("Notices") required or permitted to be given in

connection with this Agreement shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express). Notices may also be given by fax, provided that: (i) confirmation of completed transmission is obtained, and (ii) concurrent notice is given by one of the methods described in the preceding sentence, with deposit in the mail or delivery to the courier to be made no later than the next business day following the fax transmission. The Parties' addresses for Notices are:

Brian Williams - The Town of Genoa
2289 Main Street
P.O. Box 14
Genoa, NV 89411

Brian Fitzgerald – Carson Valley Arts Council
1572 Hwy 395
Minden, NV 89423

2. The person and the place to which Notices are to be mailed or delivered may be changed by either party by written notice to the other party given in accordance with the provisions of this Section. Notices sent in accordance with this Section shall be effective upon receipt or on the date of refusal to accept delivery of such notice.

XII. ASSIGNMENT

There shall be no assignment by either party to this Agreement of the rights and obligations specified within this Agreement without the prior written consent of the other party.

XIII. MODIFICATION AND TERMINATION

There shall be no modification of the terms and provisions of this Agreement unless in writing and signed by both parties hereto

XIV. DISPUTE RESOLUTION

This Agreement shall be governed and construed by and in accordance with the laws of the State of Nevada and adjudicated in a binding arbitration proceeding as delineated in Paragraph 13.

If a dispute arises for the payment of any expenses or the receipt of any proceeds due under this contract, or for breach of any provision, or for enforcement of any part of this Agreement, the Parties agree to submit this matter to a private and binding arbitration proceeding without first filing a lawsuit. In the case of a dispute, each party shall select an Arbitrator. If neither of the selected Arbitrators are agreed to by the parties, the two arbitrators shall select a third Arbitrator who shall then be the Arbitrator. The Arbitration shall occur at a location selected by the Arbitrator within Douglas County and be governed by the Nevada Rules Governing Alternative Dispute Resolution.

THIS IS A BINDING ARBITRATION CLAUSE - THE PARTIES HEREBY WAIVE ALL RIGHTS TO A TRIAL BY JURY OR JUDGE IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT. BY AGREEING TO WAIVE ALL RIGHTS TO A TRIAL BY JUDGE OR JURY, THE PARTIES UNDERSTAND THAT THEY ARE GIVING UP SIGNIFICANT RIGHTS SPECIFICALLY GRANTED UNDER NEVADA LAW. BY INITIALIZING BELOW, THE PARTIES AGREE TO BE BOUND BY THIS PROVISION.

Genoa

BKW

CVAC

BA

XV. MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire Agreement of the Parties. All prior agreements, whether written or oral, are merged into this Agreement, and this Agreement shall govern and control the rights and responsibilities of the parties hereto. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the Parties.

2. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

3. The use of the singular form of expression shall be construed to include the plural. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, where appropriate, and the plural shall be substituted for the single number or vice versa in any place or places in which the context may require such substitution. The use of the masculine gender shall be construed to include the feminine gender.

4. This Agreement has been prepared by the combined efforts of the parties. CVAC has requested that Genoa's general counsel prepare this Agreement at the shared expense of Genoa and CVAC. CVAC acknowledges that they have had an opportunity to seek independent counsel in the interpretation and construction of this Agreement. No presumption shall attach to the interpretation of this Agreement, nor shall this Agreement be construed for or against either party, solely on the basis that this Agreement has been drafted and prepared by Genoa's general counsel.

DATED this 4th day of August, 2010.

TOWN OF GENOA

Brian Williams

Brian Williams
Chairman of the Genoa Town Board

DATED this 16 day of AUGUST, 2010.

CARSON VALLEY ARTS COUNCIL

Brian Fitzgerald

Brian Fitzgerald, President

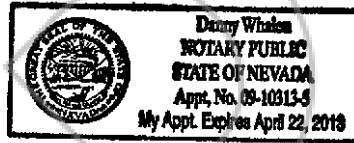
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On this 4 day of August, 2010, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared BRIAN WILLIAMS, THE GENOA TOWN BOARD CHAIRMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

This instrument was acknowledged before me on the 4 day of August, 2010, by BRIAN WILLIAMS.

Danny Whalen
NOTARIAL OFFICER



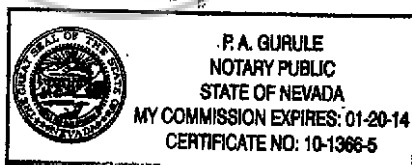
ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On 16TH day of ~~February~~ ^{AUGUST}, 2010, before me, the undersigned, a Notarial Officer in and for said County and State, personally appeared BRIAN FITZGERALD, President of the CARSON VALLEY ARTS COUNCIL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

This instrument was acknowledged before me on the 16TH day of AUGUST, 2010, by BRIAN FITZGERALD.

P.A. Gurule
NOTARIAL OFFICER



COPY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Aug 26, 2010
THORP Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Pullock Deputy