

Recorder's Office Cover Sheet

Recording Requested By:

Name: Bobbi Thompson

Department: Airport



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other


specify: _____

FILED

NO. 2022.105

5/27/2022
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY  DEPUTY

2022 AVIATION ROUNDUP CONTRACT

A CONTRACT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

CONTINENTAL AIR SHOW PRODUCTIONS, LLC

This Contract is entered into by and between Douglas County, a political subdivision of the State of Nevada (the "County"), and ***Continental Air Show Productions, LLC, an Ohio Limited Liability Company (Entity No. 4383953)*** ("Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Douglas County, a political subdivision of the State of Nevada, owns and operates the Minden-Tahoe Airport and thereabouts hosts the Aviation Roundup Airshow; and

WHEREAS, Contractor represents that Contractor is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. AIRSHOW DATES. The 2022 Aviation Roundup Airshow performance dates are scheduled for October 1-2, 2022. The setup period will occur between September 25-30, 2022 (as coordinated between Airport Director and Contractor), and breakdown will occur between the show end on October 2, 2022 and close of business on October 3, 2022 (as coordinated between Airport Director and Contractor). This Contract will become effective on the date it is approved and signed by representatives of both Parties ("Effective Date").

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor (including associates and employees) shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- 1) Withholding of income taxes by the County;
- 2) Industrial insurance coverage provided by the County;
- 3) Participation in group insurance plans which may be available to employees of the County;
- 4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- 5) Accumulation of vacation leave or sick leave;

- 6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

4. SERVICES TO BE PERFORMED. The Parties agree that the Contractor will perform services related to: the provision and setup of Sound and Production Equipment, announcing, public address systems, air boss communications equipment and other related services for the 2022 Aviation Roundup Airshow. The Materials and Services are more particularly described and shall be completed in accordance with the requirements set forth in Exhibit A hereto.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 4 for a total cost not to exceed Eleven-Thousand, Eight Hundred and Fifty-Eight Dollars (\$11,858) (the "Contract Price").

Prior to receiving payments, Contractor shall complete and submit to County the vendor forms provided by County. Of the total Contract Price, 25% (or \$2,964) shall constitute the Deposit, and the remaining \$8,894 shall constitute the Remaining Balance. Subject to the terms set forth in Paragraph 7, below, payment will be made on the following schedule:

- Immediately upon the Effective date of this Contract, Contractor may submit an invoice for the Deposit, which the County will pay within 30 days.
- 30 Days in advance of the Airshow, Contractor shall submit an invoice for the Remaining Balance, which will be due at the conclusion of the airshow on October 2, 2022, provided that Contractor has performed as required by the Contract. A delay in submitting this invoice may result in the delay of payment.

In addition to the Contract Price, the County agrees to provide the following accommodations to Contractor:

- 3 Hotel Rooms at the Carson Valley Inn From Sept. 28-Oct. 3, 2022 (or equivalent hotel)
- 1 Economy Rental Car(s) from Sept. 28-Oct. 3, 2022 (fuel and other amenities to be paid by Contractor)
- OTHER: access to porta-john and lift apparatus for high power horns; access to 1 utility golf cart from Sept. 29-Oct 2, 2022.

Except as specifically listed above, Contractor shall not be entitled to receive from County any compensation, reimbursement, or payment, in-kind contribution or value of any kind.

6. TERMINATION OF CONTRACT AND AIRSHOW OR PERFORMANCE CANCELTION. Either Party may terminate the Contract for cause if the other Party fails to correct any breach of the terms of the Contract within 30 days after receiving notice of such breach and having been given a reasonable opportunity to cure the breach. Provided, however, that except as otherwise set forth in this Contract, early termination will not relieve a Party of any obligation that became due prior to the date of termination.

In the event that the County cancels the Airshow, the following shall apply:

- If the Airshow is canceled more than 30 days in advance of the Airshow date, the Contractor shall, as its sole compensation, be entitled to retain its deposit.
- If the Airshow is canceled less than 30 days in advance, but prior to the September 28, then Contractor shall be entitled to the payment of the Contract

Price, but shall not be entitled to receive any additional accommodations set forth in Paragraph 5.

- If the Airshow or Contractor's performance are canceled between September 28 and October 2, 2022 (due to weather or other condition), then Contractor will be entitled to the Contract Price and accommodations.

If Contractor fails to perform under this Contract (by failing to attend, failing to maintain proper licensing, becoming incapacitated, equipment failure or malfunction, failing to bring required equipment or personnel, etc.), then Contractor shall not be entitled to any payment or accommodations. In such event, Contractor shall, within 30 days after the Airshow dates, reimburse the County for the Deposit.

7. LICENSING. Contractor agrees to maintain any required licenses to perform any services for County. The failure to maintain any required license will result in immediate termination of this Contract.

8. GENERAL LIABILITY & OTHER INSURANCE. Douglas County's liability coverage will not extend to the Contractor and Contractor is required to acquire and maintain general liability insurance pertinent to the Services described in Paragraph 4 in the minimum amount of \$1,000,000 during the term of no less than September 25 through October 3, 2022. The County, its contractors, volunteers, agents and employees must be listed as an additional insured party on the policy. Proof of insurance must be sent to the Douglas County Airport Manager. Such proof of insurance must be provided by September 25, 2022; Douglas County must be notified at least 30 days in advance of any cancellation or nonrenewal of such insurance.

9. NONAPPROPRIATION. All payments required pursuant to the Contract are contingent upon the availability of County funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations between the Parties will not exceed those monies appropriated and approved by the County for the Contract for the then current fiscal year under the Local Government Budget Act. The Contract will terminate and the County's obligations will be extinguished if the County fails to appropriate the necessary funding.

Nothing in the Contract will be construed to provide Contractor with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to Contractor will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor will have no claim of any sort to the unexpended funds.

10. CONSTRUCTION OF CONTRACT. The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. The Contract Documents consist of this document, and Exhibits A and B. The Parties agree to be bound by the terms, conditions and specifications set forth in all Contract Documents, except as specifically modified or amended. The terms of the Contract Documents shall, to the extent reasonably practical, be read as

complimentary to one another. In the event of an irreconcilable conflict between the terms of the Contract Documents, the terms of this document shall prevail, thereafter the terms of Exhibit B and finally A.

11. DISPUTE RESOLUTION. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court.

12. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws. This requirement will extend to the requirement to maintain motor vehicle insurance if Contractor will be operating a motor vehicle within the State of Nevada.

13. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under the Contract without the prior written consent of the County.

14. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

15. INDEMNIFICATION. Contractor agrees to indemnify, defend, and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from or related to Contractor's negligent performance pursuant to the terms of the Contract by Contractor or Contractor's agents or employees.

16. MODIFICATION OF CONTRACT. The Contract and the attached exhibits constitute the entire agreement and understanding between the Parties and may only be modified by a written amendment signed by both of the Parties.

17. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement. Each signatory individually warrants that he or she is authorized to sign on behalf of the party for whom he or she is signing.

18. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

19. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either Contractor or County.

20. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to unforeseeable protests, strikes, legal impossibility, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, emergencies or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

21. WAIVER. The County's failure to insist upon Contractor's performance of any obligation hereunder shall not constitute a waiver of the County's right to enforce that obligation and the County may require compliance with that obligation or any other obligation at any time.

22. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Airport Director
Post Office Box 218
Minden, Nevada 89423


To Contractor: Continental Air Show Productions, LLC
PO Box 501
Amelia, OH 45102
Dave@continentalairshows.com
513-617-0906

23. CONFLICT OF INTEREST. By signing the Contract, Contractor agrees that any information obtained from Douglas County, in whatever form, will not be divulged to other competing interests without the permission of the County Manager. In the event of a breach of this provision, Douglas County may immediately withdraw, without penalty or any payment,

from the Contract. Contractor must notify Douglas County of any other contracts or projects Contractor is working on that may impact Douglas County.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed and intend to be legally bound thereby.

Continental Air Show Productions, LLC

By:  5/3/22
David Olmstead, Owner (Date)

Douglas County

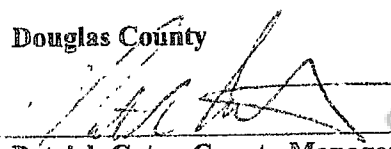
By:  5/9/22
Patrick Cates, County Manager (Date)

EXHIBIT A

AIR SHOW SOUND SUPPORT MANUAL



Continental Air Show Productions, LLC
PO Box 501
Amelia, OH 45102
Phone 513-617-0906
dave@continentalairshows.com
CAGE Code: 308J1

Behind The Scenes Productions, LLC
PO Box 501
Amelia, OH 45102
Phone 513-617-0906
dave@btspweb.com
CAGE Code: 4QMP0

DAVE OLMSTEAD
Owner

2022

Continental Air Show Productions, LLC (CASP) a division of Behind The Scenes Productions, LLC requires adherence to the items listed in this the 2022 edition of our Support Manual as a supplemental document to the 2022 Air Show Sound and Production Contract between CASP and Bobbi Thompson representing Minden Tahoe Aviation Round Up.

Requirements of Show

Motel, Hotel Rooms

The motel/hotel should be a national chain or equivalent and single occupancy non-smoking unless otherwise stated. The amount of equipment, and/or services contracted for will dictate the number of required rooms. To provide maximum show coordination CASP personnel prefer to be booked with military teams and civilian performers when possible. BOQ VIP rooms are also acceptable. If no rooms are provided by the show an additional fee will be added to the contract.

Regular arrival/departure times of CASP/Contractor crews are normally Wednesday (PM) prior to the show date and Monday (AM) following the event

Specific arrival/departure times will be determined with the individual Sponsors and CASP Crew Chief in initial phone interview/planning meeting. If an earlier arrival is required by the Sponsors, it must be established upon receipt of signed contract

Crew Support

Performer credentials, food & beverage tickets, or other provisions for obtaining food, at show site should be provided for each crew member. These, along with invitations to social commitments should be included in the performer/participant packet(s). Each member of the CASP contractor crew should be provided a packet. Crew member names will be provided to the sponsor prior to the show date

A supply of bottled water and ice must be provided and resupplied as needed to accommodate Performers, Air Boss, Announcer, FAA, and other guests who seek support/shelter at the CASP trailer throughout the show.

Courtesy Vehicles or Travel Fee

1 medium sized sedan or van shall be available to CASP and the communications contractors upon arrival at the show site or the equivalent fee for renting may be applied to the contract price. Vehicle arrangements will be confirmed at the time of contracting. Vehicles will be returned to the show site upon departure or as soon as they are no longer required

Utility Vehicle

1 utility golf cart or "mule" or "gator" shall be provided for use by CASP Crew to check speaker lines. This must be made available from noon on Thursday through the final day of the show.

Planning Considerations & Facility Support

We will primarily mount our speakers on crank up tripods. For crowd & equipment safety we will require up to 36 60# filled sandbags or sand tubes (Available at Lowe's & Home Depot) and personnel to support the placement of these sandbags

The use of our three *Extreme High Power Super Long-Throw Community RSH 462 Speakers* requires that they be elevated to a minimum of 20' depending on the proximity to the crowd. These speakers reproduce the vocal range at high SPL (sound pressure level) and can cover 1,500' deep by 1,000' wide area of your ramp. Depending on your layout 1 or more articulated man lifts, scissor lifts, or hydraulic maintenance stands, provided by the show is required for placement of these speakers. Placement options include co-locating them or placing them in separate locations and utilizing our 5 GHz remote hop equipment to provide them with a signal

Two (2) volunteers, each being able to lift 65 lbs., to be available Thursday Morning and immediately at the end of the show on Sunday.

Continued on page 2



AIR SHOW SOUND SUPPORT MANUAL

Continental Air Show Productions, LLC (CASP) a division of Behind The Scenes Productions, LLC requires adherence to the items listed in this the 2022 edition of our Support Manual as a supplemental document to the 2022 Air Show Sound and Production Contract between CASP and Bobbi Thompson representing Minden Tahoe Aviation Round Up

2022

Planning Considerations & Facility Support cont'd

A porta john shall be placed next to the communications trailer for use by the communication crew/narrator (s) and Air Boss. This must be on the show side of the crowd line and be restricted to Performers, Air Boss, Announcer, FAA, and CASP Crew, but not for general public use.

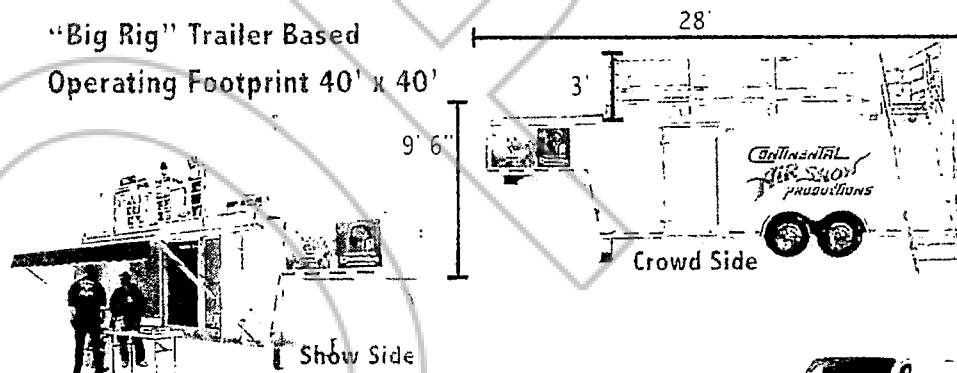
A map/layout of the required coverage area and preliminary schedule MUST be submitted to the CASP office 60 days prior to the show date to allow for proper planning. Along with this map contact information for event POC (Point of Contact) should be verified. Event POC will be contacted by CASP Crew Chief to review the map and any additional requirements after receipt of the map and contact information. Please review the Facility Support and Planning Considerations sections of this manual when determining your ramp layout.

Show Center Placement & Important Safety Issues

The CASP Air Show Sound Systems has been designed with the Trailer/Van being located at Show Center to provide maximum viewing angle for the Air Boss and Announcer, as well as to provide for optimum utilization of the speakers and associated wires. A 13' safety gap between the speaker stands and crowd line is required. The speakers weigh 100# and are 13' overhead. Due to the nature of outdoor events and the addition of jet/prop wash this safety buffer is a must!

"Big Rig" Trailer Based

Operating Footprint 40' x 40'



"Compact Rig" Van Based

Operating Footprint 25' x 25'



The both systems have been designed for the vehicle to be at show center with the speaker lines running to show left and right from that location with minimal line loss. The Big Rig provides the Air Boss and Announcer with an 8' x 20' platform to work from nearly 10' above the crowd.

Wednesday Arrival & On Site Preparation

Upon arriving at your show, typically on Wednesday evening, the priorities are as follows:

1. Lodging for road crew (Crew Chief may be arriving at a different time)
2. Please provide the road crew with their credentials at this time
3. Location of wash rack for first thing Thursday morning- We'll need to wash the trailer before putting it in the middle of the show (We do not fit in commercial auto washes and will need a location similar to a fire station wash rack or a tactical vehicle wash rack. Minimum clearance 10' for trailer 9' for van)
4. Confirmation of time when the ramp is available on Thursday for set-up (preferably 0800 Local) and when your show line barricade will be placed.- If you have the Blue Angels we will need to set up from 8-12 on Thursday to meet their required time-line!
5. Courtesy Car pick up time and location confirmation
6. Golf Cart or Utility Cart pick up time and location confirmation
7. Updates on any changes in POC List or show details

Thursday Ramp Set Up is paramount to your show success!

To insure adequate time to set and tune the system prior to the jet teams or other ramp restrictions being imposed it is vital that we be given the opportunity to work on the ramp by 0800 Local on Thursday.

CASP SUPPORT MANUAL CONTINUED

rev 9/19/19

EXHIBIT B

AIR SHOW SOUND SUPPORT MANUAL



2022

**Generators and Fuel
or Fuel Allowance**

Continental Air Show Productions, LLC (CASP) a division of Behind The Scenes Productions, LLC requires adherence to the items listed in this the 2022 edition of our Support Manual as a supplemental document to the 2022 Air Show Sound and Production Contract between CASP and Bobbi Thompson representing Minden Tahoe Aviation Round Up.

The air show shall provide 15-20 gallons of Regular Unleaded gas for the CASP generators at show site for the average 2 day show (or additional funds added to final check) Additional fuel will be required for night shows. 38 gallons of road diesel fuel (not "Red" diesel) or an additional 20 gallons unleaded if using the Compact Rig or cash equivalency (or additional funds added to final check) shall be provided by the air show. CASP provides its own power generation but shore power is acceptable if the electrical power source (120V) is provided is and it has a 30 amp receptacle

Contract Terms

A 25% deposit and signed contract are required at least 90 days prior to the show date. If the show is cancelled prior to the originally scheduled date, the deposit will be forfeited. If your show is cancelled less than 7 days of CASP scheduled arrival the total contracted fee is due. If the show is cancelled on the show date(s) due to weather or other adverse conditions the total contracted fee is due prior to CASP's departure from the show site.

All PA equipment will be set up and operated by CASP contracted crews and will be under the supervision of a veteran Crew Chief.

The standard booking fee is based on a Saturday/Sunday show period with a press or practice period on Friday and with the show meeting the lodging and other support items outlined in this manual. If the show is not providing these items adjustments to the base fee will be applied. Additional show periods requiring PA support including night shows and fireworks displays may require an increase in the contracted fee.

Music Licensing

Show sponsors are required to obtain BMI, ASCAP, and SESAC music licensing for their show.

Insurance

Continental Air Show Productions carries a 2 Million Dollar General Liability policy covering the use of the equipment on the show site.

A proof of insurance certificate will be sent to the air show sponsor upon request. The sponsor will pay any additional cost incurred for requesting to be named on the policy.

**CASP Equipment
Provided**

CASP provides one of two full service production vehicles which includes all-weather PA systems. These units can carry multiple different types of Community Professional Loudspeaker R Series and JBL powered speakers, CD player, mixing boards, processing equipment, wired & wireless microphones, and additional support equipment. Air to Ground & PA/Cockpit interface radios are incorporated into each PA system. These units are equipped with air boss radios and aviation headsets. We also carry several ICOM aviation band handheld radios. The exact make up of your system will be determined by CASP based on your ramp layout. The more detail you provide in the layout map will enable us to better serve your event.

CASP was first in the industry to provide the ability to provide sound coverage in areas behind the crowd or other remote areas, utilizing our THREE 5.8 GHz Wireless hop systems. CASP also carries a low power FM transmitter and antenna for broadcasting your show on the ramp area. Low power FM is limited to space in the local FM band and is governed by the FCC.

CASP Contract Crews

The CASP Contracted Crews are all veterans of various production professions and share the same vision as you the show sponsor which is to produce an outstanding air show. They are "can do" oriented, problem solving professionals that you can count on to make your show fabulous. Your assistance in providing information and resources in a timely manner will aid them in providing the best solutions to your show's individual needs. **For best results feed and water your production crew regularly!**

**CASP Sponsor
Recognition**

CASP has equipment sponsorship requirements that require us to play 2-60 seconds sponsor spots two to three times per day. CASP will work with announcer and Sponsorship Chairman to determine best times. These spots can be provided to the Sponsorship Chairman prior to the event if required.

CASP SUPPORT MANUAL CONTINUED PAGE

COPY

Douglas County State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

27th day of May, 2022

By Emmy Dombrowski Deputy