SPECIAL EVENT AGREEMENT

CLARK COUNTY FAIR AND RODEO

This Agreement is made and entered into this ______ day of __________, 2009, by and between Clark County Fair, Inc., a Nevada non-profit organization (hereinafter referred to as CCF) and Clark County, Nevada, a political subdivision of the state of Nevada (hereinafter referred to as County).

CCF shall have the right to use the Clark County Fairgrounds on the following dates for the specific purpose of producing, conducting and operating the 2009 Clark County Fair and Rodeo (hereinafter referred to as Event):

County Fair: April 9, 10, 11, and 12, 2009

CCF Duties

A. CCF and its associates shall use the premises in a safe, careful, and lawful manner, and use reasonable efforts to ensure that the property remains in the same condition it was in prior to the Event.

B. CCF shall be responsible for all costs, arrangements, and equipment related to production of the Event, unless expressly assigned to County in this Agreement.

C. The performance of this contract by CCF is subject to review by County to insure contract compliance. CCF agrees to provide County with any and all information requested that relates to the performance of this contract. All requests for information will be in writing to CCF. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

D. CCF shall schedule, contract and pay for all performers or entertainers and any additional entertainment activities to take place within Event parameters. Such entertainers must not perform any activities which offend reasonable community standards. County reserves the right to refuse to allow any performance which does so.

E. CCF will use reasonable efforts to ensure that the corporation(s) and its/their vendors, contractors, subcontractors, agents, and/or employees will comply with all laws, rules and regulations set forth by federal, state
and local government, and that all required approvals and permits are obtained.

NOTE: CCF remains responsible for contacts, arrangements, and payment of any associated fees and/or charges.

F. CCF shall not allow the sale of merchandise at the Event that offends reasonable community standards. County reserves the right to close down merchants who:

1. Sell or distribute offensive or illegal merchandise
2. Do not hold appropriate licenses or permits.

G. CCF will require all food vendors to have required licenses and permits and to conform to all regulations, including but not limited to those administered by Clark County Business License and the Health District.

H. CCF will pay for all set up and tear down costs and any technical costs associated with this Event. Prior to the time when CCF takes possession of the property, the Parties shall each appoint representatives to initially inspect the buildings, facilities, or other structures for any abnormalities, damages, or any other aberrations. If both representatives agree and determine that any abnormalities, damages, or other aberrations exist therein, each representative shall report to their respective Parties whether any repairs, replacements, or other reasonable remediation is required. Upon agreement by both Parties, County shall accomplish and pay for such reasonable remediation before CCF takes possession of the buildings, facilities and other structures for the production of this Event. No later than May 7, 2009, representatives of the Parties will again inspect the buildings, facilities or other structures for any abnormalities, damages or other aberrations. If the facility is damaged or vandalized as a result of this use, CCF agrees to reimburse County for any such actual expenses for which an invoice has been provided within thirty (30) days of the Event’s clean-up.

I. CCF, at its own expense, will provide turbo-charged and after-cooled portable generators, if necessary, to provide necessary electrical service required for concessions, booths, lighting, etc. If generators are used, CCF will ensure that all requirements of Air Quality and Environmental Management, including but not limited to Best Available Control Technology (BACT) Standards, have been met and any/all required permits have been obtained. CCF will additionally ensure that installation of generators does not unreasonably disturb the community near the park with either noise or fumes.
J. CCF is responsible for using a Nevada State licensed electrical contractor to provide all electrical work associated with this Event, including but not limited to connections. A copy of that license shall be kept on file with CCF, and shall be available for inspection upon request.

K. CCF is responsible for ensuring that all electrical work, including repairs, conforms to all applicable federal, state and local laws, rules, regulations and codes, including but not limited to the standards and specifications described in the National Fire Protection Association (NFPA) Code 70: The National Electrical Code. County has the right to approve of use of all outlets and electrical service utilized by CCF.

L. CCF is responsible for ensuring that all distribution circuitry will be protected by Ground-Fault Circuit Interrupters. All circuit protectors, distribution equipment, power supplies, controllers, appendages or appurtenances shall be weatherproof and secured with appropriate non-conductive materials.

M. CCF is responsible for ensuring all extension cords used are listed for Outdoor Use and have been properly secured.

N. CCF will provide portable restrooms (Regular and ADA) with wash stations on site for the duration of the Event. The number of portable restrooms shall be adequate for the total number of attendees expected at the Event.

O. CCF will pay for rental of any required bicycle barricades, stage barricades or other fencing.

P. CCF, at its own expense, will provide a parking plan to County for approval at least 48 hours prior to the Event. The parking plan is subject to approval by County before the morning of April 9, 2009.

Q. CCF shall submit a security plan to County for approval at least 48 hours prior to the Event. The security plan is subject to approval by County before the morning of April 9, 2009. CCF will be responsible for payment to the Las Vegas Metropolitan Police Department (LVMPD) or Park Police for any additional costs incurred for additional personnel. Criteria for approval of the security plan shall include, but not be limited to the following:

1. CCF shall hire and assign security as necessary to protect the fairgrounds and patrons during this Event and to work with Park Police to ensure that security needs are adequate.
2. Security hired and deployed by CCF shall be in addition to Park Police and any LVMPD personnel required as part of the LVMPD's permitting process.
3. Park Police requirements state that, at a minimum, one (1) security guard shall be provided for an anticipated attendance of up to 499 people. For an anticipated attendance of 500 – 999 people, 2 security guards are required; and for groups in excess of 1,000, an additional guard will be required for every 500 people anticipated at the Event.

4. Security guards may be added depending on the security plan submitted to Park Police.

5. Total security coverage is subject to approval of Park Police and LVMPD. Additional fees may apply during period of high security alert.

6. For any set-up occurring prior to the date specified above at Set-Up, CCF will provide overnight security for the Event and area in the form of at least two (2) Security guards. CCF retains all liability for equipment and booth security, cars, and any other Event amenities. The County assumes no responsibility for CCF's equipment, vehicles, personal belongings, and booths or for providing overnight security.

7. CCF is responsible for all costs associated with security.

R. CCF shall submit a traffic control plan to County for approval **at least 48 hours prior to the Event**. The traffic control plan is subject to approval by County before the morning of April 9, 2009. Criteria for approval of the traffic plan shall include, but not be limited to the following:

1. Any plan to control the flow of traffic must be approved by Park Police, LVMPD, and Public Works. Barricades and cones used during this Event may not impede the flow of traffic.

2. CCF will be responsible for all costs associated with or necessary to a flow of traffic plan for ingress and egress.

3. Traffic control plan shall include "Event Ahead" notification signs to warn approaching traffic of proper lanes for through traffic and proper lane for Event entrance/exit on streets affected and as required by County.

4. The traffic control company must erect required signs/cones daily just prior to Event's start time and remove them each night when the Event closes. Signs/cones must be properly stored outside of Event operating hours and may not be left on side of road.

S. CCF shall provide, at its own expense, an emergency plan, which will include a first aid station equipped with Special Event Medical Service Providers on standby throughout the scheduled Event hours.

T. CCF shall provide public liability and property damage insurance naming Clark County and the LVMPD as additional insureds in an amount not less than One Million Dollars ($1,000,000) per occurrence, two million dollars
($2,000,000) aggregate. The Department of Parks and Recreation must receive the certificate of insurance no later than 48 hours prior to the Event.

U. CCF will ensure that dust abatement occurs during the Event.

V. CCF will provide adequate numbers of trashcans, proper trash bags, and dumpsters to control the volume of debris generated during the Event. CCF will be responsible for all costs of clean up. The clean up area includes all parking lots and venue area used. If CCF fails to clean up and repair the property to the satisfaction of County within thirty (30) days, County may complete the clean up and repair at CCF's expense. The cost shall be deducted from payment to CCF.

COUNTY'S DUTIES

A. County reserves the right to control the premises; to enforce all of its rules or regulations regarding the premises, and to inspect the premises during the scheduled Event, without unreasonably interfering with the CCF, its employees, guests, patrons, or invitees.

B. County agrees to provide CCF access to and utilization of the Clark County Fairgrounds during the course of this Event. CCF shall be permitted, at its own expense, to erect and maintain on the premises whatever signage the CCF deems necessary, subject to approval by County, such approval not to be unreasonably withheld or delayed. All signage erected by CCF shall be of a temporary nature and removed at the conclusion of the Event.

C. County will oversee and provide technical assistance in the placement of production to avoid damage to the Fairgrounds. This includes but is not limited to stages, generators, port-a-potties, vendors, fencing, and barricades, subject to final plan, which was mutually agreed upon at least 48 hours prior to the Event.

D. County will work with CCF and Park Police to coordinate security and traffic plans with LVMPD. However, the CCF is responsible for making all contacts, arrangements, and payment.

E. Subject to annual budgetary approval by the Board of County Commissioners, County shall pay CCF, for use in producing the Event, the sum of $25,000 on October 15th following the production of the Clark County Fair.
F. County will provide one (1) full-time employee and one (1) part-time employee. These employees will continue to perform their services during the time the CCF conducts the Event.

G. County will coordinate the park lights in affected area during the Event.

H. County will provide assistance from Parks Maintenance to oversee placement of Event booths/displays on the grounds, in order to minimize potential damage and to ensure that watering schedules are maintained. CCF will be responsible for any associated staff costs.

I. County will provide CCF exclusive use of the rooms south of the main entrance of the Annex on a year-round basis for the specific purpose of planning and producing the Clark County Fair. CCF may use one (1) north room during the period allotted for the Clark County Fair and Rodeo. All fair materials must be stored off premises or in the designated offices.

MISCELLANEOUS PROVISIONS

A. Under this Agreement, all payments to County will be made payable to Clark County Department of Parks and Recreation.

B. All standard park rules and regulations apply to this Event.

C. In the event any material deadline(s) referenced and incorporated herein, are not met under this Agreement, without limiting County’s exercise of any right or remedy, County will provide CCF with 48-hour written notice to “cure” such unmet material deadline requirement(s). If, after 48 hours, CCF has not cured the material deadline requirement(s), County reserves the right to cancel this Agreement.

D. All agreements regarding this Event are subject to CCF obtaining all necessary permits and licenses required by state and local government, including but not limited to: Clark County Business License, the Las Vegas Metropolitan Police Department, Clark County Air Quality and Environmental Management, Clark County Fire Department, Clark County Public Works and Clark County Health Department. Clark County Parks and Recreation will act only as a liaison with regulatory departments and agencies. CCF is, however, responsible for making all contacts, arrangements, and payments.

E. As a political subdivision of the State of Nevada, the County requires that CCF hold and save the County harmless from all claims, costs, loss, or damages of any kind or nature, arising out of the scheduled Event which may be sustained by reason of any act or omission on the part of CCF, its
employees, members, guests, patrons, or invitees, or anyone directly or indirectly employed by and of them, or by anyone for whose acts or omission any of them may be liable.

F. County shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding if the scheduled Event.

G. The Agreement may not be canceled unless due to Force Majure or act of God. All cancellations shall be in writing and effective upon receipt.

H. The administration of Agreement by the County shall be by the Director of Parks and Recreation, or his designated agent.

I. This Agreement shall not be deemed for the benefit of any entity or person who is not a party hereto. Neither this agreement nor any interest therein may be assigned by the CCF without written approval of the County.

J. Each party hereto represents, warrants and covenants to the other as follows:

1. It has full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions hereof.

2. The execution, delivery and performance of this Agreement does not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any other governmental authority or agency, or any other individual or entity, is required in connection herewith.

K. This Agreement constitutes the entire agreement between the parties and shall supersede any and all other agreements, whether oral or otherwise, between the parties. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of both parties. The Agreement will be governed by and construed according to the laws of the State of Nevada. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Signatures Follow
IN WITNESS WHEREOF, the parties have signed this Agreement on this _________ day of _________, 2009.

COUNTY OF CLARK

__________________________
RORY REID, Chairman
Board of County Commissioners

CLARK COUNTY FAIR, INC.

__________________________ 3/23/09
Don Adams, Chairman of BOD / Date
Clark County Fair, Inc.

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: ______________________ 3/23/09
Mary Ann Peterson Date
Deputy District Attorney