

**PROFESSIONAL SERVICES CONTRACT
FOR HISTORICAL DOCUMENTARY FILMS
IT HAPPENED ON FREMONT STREET AND 1911: A NEW CITY IN THE DESERT**

THIS CONTRACT is being entered into, effective as of _____, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL (the "Commission"), a non-profit organization having its principal office at 495 South Main Street, Las Vegas, Nevada 89101 and BOYD PRODUCTION LLC, (the "Company"), a Connecticut limited liability company having its principal office at 52 Wells Road, West Hartford, Connecticut 06107.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Historical Documentary of Las Vegas, Fremont Street and New City in the Desert. Two new documentaries on the early history of Las Vegas.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date: December 31, 2027	
Contract Type As defined in Section B-1	The contract type is Firm Fixed Price		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$689,150		

(b) Contract Exhibits / Attachments	The following documents are hereby incorporated into this Contract		
Attachment 1 – Certificate of Disclosure			

(c) Commission Project Manager Per Section D-4, (a)	Name Diane Siebrandt	Phone (702) 229-2476	Email dsiebrandt@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Jennifer Boyd	Phone (860) 233-5870	Email Jennifer@boydproduction.net

(d) Company Legal Notice Representative	per Section E-1		
Company Legal Notice Representative Per Section E-1	Name & Title Owner – Jennifer Boyd 52 Wells Road West Hartford, CT 06107	Address (860) 233- 5870	Email Jennifer@boydproduction.net

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date.
- (b) The Commission may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The Commission shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the Commission to exercise further options.
- (c) The Commission reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

- (a) *“Award Date”* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the Commission.
- (b) *“Contract”* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the Commission.
- (c) *“Contract Amount”* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) *“Deliverable”* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the Commission under the terms of the Contract.
- (e) *“Fixed Fee Contract”* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company’s cost experience in performing the Contract.
- (f) *“Non-Exclusive Contract”* means a Contract under which the Commission agrees to obtain some, but not necessarily all, of the Commission’s requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

Services will be provided in accordance with the Scope of Work attached as “Exhibit A”.

C-2 Deliverables/Schedule/Fees

The Company shall provide the following Deliverables in accordance with the following delivery schedule and the Commission shall pay the following amounts, which shall include all incidental expenses.

June 23, 2025	Contract Ratified Outline and research begin-Fremont Street Project.
August 1, 2025	Outline delivered to commission.
August 5, 2025	Outline approved. Writer begins research process/writing treatment.
October 1, 2025	Treatment delivered to Commission. October 6, 2025. Treatment comments due.
Week of Oct19	Shoot interviews.
Oct. 26/Dec. 24, 2025	Write script.

Dec. 26, 2025	Deliver script to Jen/Lindsay Split script and prepare for edit phase 1.
*****2026*****	
January 19, 2026	Hard drives sent to editor. Rough narration recorded
January 21-Feb 23	EDITOR: Reviews material and previous shows. Roughs out first pass/radio cut for internal review Only. Scenes cut for review/rewrite.
Feb. 23-27	Tight up script as needed.
March 2, 2026	Documentary Film Working Group receives 1 st draft script
March 6, 2026	Comments due. Internal Review/Revise script based on Working Group comments.
March 13, 2026	Submit 2 nd draft script to working group (no video/only script), as well as outside advisors.
March 16, 2026	Comments due.
March 16-April 1	Fact checking.
April 1, 2026	EDITOR: Rough Cut Phase 2. Sections sent to director for review. Archivist and Producer available to assist as needed.
May 8, 2026	Submit 1 st Edit pass to Documentary Working Group. Documentary Working Group Comments Due. EDITOR: Writer addresses any issues.
March 14, 2026	VO pickups recorded. Edit: FINE CUT.
March 29, 2026	Submit fine cut to Documentary Film Working. Documentary Film Working Group comments due on fine cut.
June 1-5, 2026	All high res footage ordered. All licensing complete. EDITOR: Final tweaks, all high res footage added. Picture lock (1 week). Vignette script delivered to Documentary Film Working Group.
June 5, 2026	Final picture lock review by commission before Drives sent to colorist/audio mixer.
June 8, 2026	Documentary Film Working Group confirms issues have been addressed.
June 10, 2026	EDITOR: Files delivered to colorist, mixer and Caption house. Vignette scripts approved
June 15, 2026	Schedule submitted to commission – 1911 project.
June 10-June 23, 2026	Mix and color correction
June 22, 2026	Master with color and mix send to commission for final check/Same day turnaround-Commission final feedback on mix and color.
June 23, 2026	Master completed. Sent for captioning/creation of broadcast Master/DCP
June 30, 2026	EDITOR: B-roll Reel, promo and vignettes created and delivered. Some involvement in delivery of streaming master file. (2 DAYS). Final Broadcast and streaming master delivered, as well as files.

DELIVERABLES

- 1) Monthly Progress Reports
- 2) Outline of Film Content to be approved by Documentary Film Working Group
- 3) 1st and 2nd Draft Scripts
- 4) Rough Cut Film
- 5) Fine Cut Film
- 6) Archival Source Documentation
- 7) Final show master: Apple Pro Res 422LT or H262 at 720p at 59.94 fps
- 8) Vignettes, one promo, one two-minute sample reel

PAYMENT SCHEDULE:

It Happened on Fremont Street

Pre-production	Producer, Director, Archive Producer, Narrators IT/Media manager, Advisors, Additional Research Support	\$158,900
Production	On location filming, location fees, film crew (director of photography, gaffer, sound, makeup) equipment, transcriptions, graphics, photo touchups, footage and photo licenses, reproduction fees, research materials	\$94,000
Post Production	Editor/editing equipment, colorist, music and sound effects, mix, quality control, mastering, file management, permits, insurance, captioning and conformance, travel, administration and contingency	\$100,145
Total		\$353,045

1911

Pre-production	Producer, Director, Archive Producer, Narrators IT/Media manager, Advisors, Additional Research Support	\$158,900
Production	On location filming, location fees, film crew(director of photography, gaffer, sound, makeup) equipment, transcriptions, graphics, photo touchups, footage and photo licenses, reproduction fees, research materials.	\$77,850
Post Production	Editor/editing equipment, colorist, music and sound effects, mix, quality control, mastering, file management, permits, insurance, captioning and conformance, travel, administration and contingency	\$99,355
Total		\$336,105

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

- (a) Payment to the Company will be made only for the actual services performed and accepted by the Commission, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

- (a) The Company will timely submit a detailed invoice to the Commission within sixty (60) days upon completion of Deliverables, in accordance with Section C-2, "Deliverables/Schedule/Pricing". Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the Commission as required herein, the Commission shall not have any obligation or liability to effect any payment for said late invoice. The Commission shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the Commission, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the Commission's rights and remedies should the Commission find any errors or omissions in an invoice before or after said invoice is paid by the Commission.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (c) The Company shall forward a copy of the invoice to the Commission's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) copy of the applicable Deliverable associated with the invoice
- (d) The Commission may subtract or offset from any unpaid invoice from the Company any claims, which the Commission may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the Commission shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the Commission by providing written notification to the Commission within ten (10) calendar days after receipt of the Commission's written notice. The Commission shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the Commission's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The Commission's designated Project Manager for this Contract is named in Section A-1 (c). The Commission will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the Commission regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the

Commission's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the Commission should there be a subsequent Company Representative change. The Commission has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-03/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the Commission from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the Commission.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the Commission and shall be endorsed to include the Commission and its members.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the Commission and shall be endorsed to include the Commission and its members as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the Commission or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the Commission's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the Commission or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the Commission with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Commission requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Commission.

- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the Commission.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the Commission a written request stating the desired amounts along with recent audited financial statements for review. The Commission will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the Commission.**
- (g) If the Company fails to carry the required insurance, the Commission may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the Commission shall be required to procure, maintain, and submit proof of insurance to the Commission of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the Commission caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-3/31/2022]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the Commission's re-perform or perform the services so that the services conform to the warranty.

D-7 Holidays/Weekends [CAO-01/20/16] R

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Admission Day
- Veterans Day
- Thanksgiving Day and Friday After
- Christmas Day
- New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE COMMISSION: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the Commission is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the Commission of its intent to proceed further with the claim or dispute and in response thereto, the Commission shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the Commission's, the Commission's shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the Commission as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of Commission provided personnel, data, or equipment, the Company shall notify the Commission immediately in writing of the facts and circumstances causing

such delay. Upon receipt of this notification, the Commission will advise the Company in writing of the action which will be taken to remedy the situation.

- (b) The Company shall advise the Commission in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The Commission shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the Commission to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the Commission. In the event of such termination, the Commission agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The Commission's sole liability under this Section is for payment of costs for goods and services requested by the Commission and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at Commission's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the Commission may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the Commission may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the Commission may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the Commission, and the Company shall be liable to the Commission for any excess costs related thereto. If the Commission terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the Commission may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

- (d) The Commission retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the Commission fails to perform any of its obligations required under this Contract, and the Commission does not remedy the failure after notice thereof is provided to the Commission by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that Commission is a quasi-governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The Commission reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the Commission, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the Commission, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The Commission shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The Commission may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
 - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the Commission in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

- (a) This Contract represents the entire and integrated agreement between the Commission and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the Commission to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the Commission to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the Commission and its members, agents, and consultants (collectively herein the "Commission Parties" for paragraph E-15 and E-16) from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Commission Parties, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the Commission Parties. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the Commission's Parties' rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the Commission Parties for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the Commission Parties' tender of defense, then the Commission Parties will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the Commission Parties, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the Commission Parties.
- (c) It is expressly agreed that the Company shall defend the Commission Parties at Company's expense, by legal counsel reasonably satisfactory to Commission Parties, against the Liabilities and in the event that the Company fails to do so,

the Commission shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the Commission Parties from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Commission Parties as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to the Commission Parties, promptly defend against any such claim or action unless directed otherwise by the Commission Parties; provided that the Commission or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the Commission Parties.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the Commission to be retained by the Commission for the period of time required herein.
- (b) The Commission or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The Commission will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the Commission, or to an address designated by the Commission within Clark County. In lieu of such delivery, the Company may elect to reimburse the Commission for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the Commission are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the Commission, and to reimburse the Commission for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The Commission shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the Commission or the Commission's designated representative(s) find the dollar liability is less than payments made by the Commission to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the Commission or (ii) at the Commission's option, credited against any future billings due the Company.

E-18 Confidentiality – Commission Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the Commission. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the Commission's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the Commission is obtained. Commission shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the Commission's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the Commission, the Company shall promptly return to the Commission all confidential information supplied

by the Commission, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the Commission's best interest.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the Commission, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the Commission; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the Commission; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the Commission. In such event the Commission, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall not publish or sell any information from or about this Contract without the prior written consent of the Commission. This restriction does not apply to the use of the Commission's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. City of Las Vegas logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the Commission, are exclusively the property of the Commission. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the Commission, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the Commission. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the Commission at no charge in the format held by Company. On Commission request, the Company will delete all Commission data and will provide appropriate certification to the Commission to document the disposal. The Company shall promptly notify the Commission if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the Commission's data or other confidential information, and shall fully cooperate with the Commission in any legal action taken by the Commission to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The Commission is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the Commission harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The Commission is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the Commission has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, the Commission may declare the Company in breach of contract

and terminate Contract.

- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the Commission with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the Commission. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to Commission's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the Commission harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the Commission arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the Commission that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the Commission. Company understands and agrees that they do not have the power or authority to bind Commission in any capacity. The Commission shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the Commission. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the Commission Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the Commission in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (Commission Officials) [CAO-4/2020]

- (a) An official of the Commission, who is authorized on behalf of the Commission to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Commission, who is authorized on behalf of the Commission to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract,

shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the Commission may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the Commission, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify Commission in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The Commission is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The Commission's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the Commission shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the Commission to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the Commission's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO – 4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

BOYD PRODUCTIONS, LLC

Signature Date
Shelley Berkley
Printed Name
Mayor
Title



Signature Date 3/27/25
Jennifer Boyd
Printed Name
OWNER, Boyd Productions, LLC
Title

ATTEST:

Mike Howe Date
Secretary

APPROVED AS TO FORM:

 4/2/25

Deputy City Attorney Date

John S. Ridilla

Printed Name Assistant City Attorney

EXHIBIT A - SCOPE OF WORK

Following award of the Contract, the Company will begin the research phase of the Project. Each film will have a story driven-narrative, featuring oral histories and first-hand recollections from those who can talk on-camera about each topic. Archival research will include photographs, film footage, newspaper stories, and other literature that covers each topic. The Company will view Las Vegas history in context of what is happening across the country, using news footage and national events to put local events in context. The Company will focus on Las Vegas, and therefore, will use that national imagery merely to set the stage.

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