

COOPERATION AND LICENSE AGREEMENT

This COOPERATION AND LICENSE AGREEMENT (the “**Agreement**”) is entered into by and between **Vegas Golden Knights Foundation, Inc.** (“**VGKF**”), a nonprofit corporation having its principal place of business at 1550 S. Pavilion Center Drive, Las Vegas, NV 89135 and the **City of Las Vegas**, a municipality located in the State of Nevada and is made as of the latest date signed by the Parties to this Agreement (the “**Effective Date**”). VGKF and the City of Las Vegas are collectively called “**Parties**,” and individually a “**Party**”.

WHEREAS, VGKF is a nonprofit corporation organized under the laws of the State of Nevada that serves as the primary charitable link between the “Vegas Golden Knights”, a National Hockey League franchise, and the Las Vegas community and fosters the physical, social, and emotional growth of Las Vegas youth, with an emphasis on sports.

WHEREAS, the City of Las Vegas owns property located at 3333 W. Washington Avenue, Las Vegas, NV 89107 (the “**Property**”) which serves as the site of Lorenzi Park.

WHEREAS, VGKF has offered to assist with the installation of a ball hockey rink (the “**Rink**”) on the Property (the “**Project**”).

WHEREAS, the City of Las Vegas and VGKF desire to work cooperatively in designing, managing and performing the installation of the Rink at its designated location on the Property (the “**Project Site**”).

WHEREAS, the Parties now wish to set forth their understanding of the duties and responsibilities pertaining to this Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and intending to be legally bound hereby, the Parties agree as follows:

1. LOCATION OF BALL HOCKEY RINK.

1.1 The City of Las Vegas will provide final approval as to the location of the Project at the Project Site and design plans for the Project within fourteen (14) days after the Effective Date.

1.2 The City of Las Vegas hereby grants VGKF and its volunteers and contractors a non-exclusive, temporary right and license to come upon the Project Site in order to deliver and perform the VGKF Contributions (defined below) as set forth below. To the extent that the City of Las Vegas may require VGKF’s contractors to enter into any additional agreements in connection with the installation of work associated with the Project or access to the Project Site, VGKF shall cause such contractors to execute and deliver such additional agreements to the City of Las Vegas with terms reasonably acceptable to the City of Las Vegas and such contractors.

2. TERM. The term of this Agreement shall commence as of the Effective Date and shall last through and including the third (3rd) anniversary of the Effective Date (the “**Term**”).

3. CONTRIBUTIONS. The Parties intend to construct the Rink with an approximate playing surface size of 153’5 1/2’ long by 77-10’ wide, with a playing surface floor, and four

fencing around the entire Rink. The breakdown of the City of Las Vegas contributions (“**City of Las Vegas Contributions**”) and the materials/funds/volunteers to be provided by VGKF (and any co-sponsors or volunteers) in support of the Project (collectively “**VGKF Contributions**”, and together with City of Las Vegas Contributions, the “**Contributions**”) are as follows:

3.1 City of Las Vegas Contributions.

- a. Will provide a secure Project Site;
- b. Will do site preparation bringing Project Site to grade;
- c. Will provide appropriate lighting, as necessary;
- d. Will assist in public awareness and promotion of VGKF;
- e. Will pay all fees for all tree removal and cement removal in this designated area; and
- f. Will provide programming, including, but not limited to, public hockey clinics at the Rink.

3.2 VGKF Contributions.

- a. Will obtain all necessary permits for construction of the Rink (City of Las Vegas to assist if needed);
- b. Will select and provide a competent and licensed contractor to install and build the Rink according to detailed plans provided by such contractor, including painting on hockey lines, fencing and all areas needed with an anticipated completion by mid-October 2022; and
- c. Will assist with programming for Lorenzi Park and additional events for the public at the Rink.

4. SPONSORSHIP. The Parties acknowledge that VGKF (or its designated agent) shall retain the sole right to sell sponsorship rights in connection with the Rink (e.g., fence signage). Any and all rights and fees associated with such sponsorships shall belong solely to VGKF. The City of Las Vegas shall have no right to any sponsorship interests in the Rink. Additionally, VGKF shall be responsible for all up-keep and maintenance associated with such Rink sponsorship rights. Notwithstanding the foregoing, the Parties acknowledge that in no event shall VGKF be entitled to any non-Rink sponsorship rights (i.e., the land surrounding the Rink) or any revenues associated therewith. The obligations under this Section will survive termination or expiration of this Agreement.

5. COST OF PROJECT; LOSS OF FUNDING.

5.1 Each of the City of Las Vegas and VGKF shall be solely responsible for their respective Project Contribution-related costs and expenses identified above.

5.2 In the event that VGKF Contributions, whether provided by VGKF or provided by other Project funders, are not provided as specified above for any reason, the City of Las Vegas shall not be responsible to make up any difference for the Project.

6. RINK MAINTENANCE AND USE.

6.1 Maintenance and repair of the Rink will be (i) the sole responsibility of VGKF for the three (3) year period after completion of the Rink and (ii) the sole responsibility of the City of Las Vegas after the end of such three (3) year period. The City of Las Vegas shall be responsible for security of the Project Site and Rink and other improvements installed thereon. Except as set forth herein, the obligations under this Section will survive termination or expiration of this Agreement.

6.2 The Parties will determine the charge for admission, if any, to attend or participate in public street hockey events that the Parties jointly conduct on the Rink and agree to share admission fees equally if such charge for admission is imposed. The City of Las Vegas grants VGKF and its designees the right to host events at the Rink to promote the game of hockey, subject to the prior approval of the City of Las Vegas, which shall not be unreasonably withheld.

7. INSURANCE. The VGKF will maintain the following insurance coverage in full force during the Term of this Agreement. The City is self-insured. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund" and is supported by an annual budgetary allocation. City shall provide VGKF insurance at least equal to the insurance to which the VGKF would be entitled as an additional insured had the City purchased the following insurance:

7.1 Commercial General Liability. Each Party shall carry commercial general liability insurance covering all operations by or on behalf of itself for personal injury, bodily injury, death, and property damage. Limits of liability will not be in amounts less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, which may be obtained via primary or umbrella coverage.

7.2 Workers' Compensation and Employer's Liability Insurance. Each Party will maintain workers' compensation insurance as mandated by state law where the Rink is located for employees or contractors performing work on or around the Project, and will maintain employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000).

7.3 Additional Insureds. The City of Las Vegas shall acknowledge VGKF, Black Knight Sports and Entertainment LLC, and SK Team LLC, and their respective related entities, affiliates and subsidiaries, and their respective officers, employees and agents as additional insureds of the coverages listed in Section 7.1 above. VGKF shall name the City of Las Vegas, its officers, employees and agents as additional insureds of the coverages listed in Sections 7.1 and 7.3 above.

7.4 Certificates of Insurance. Each Party will provide the certificates of all insurance upon request or proof of self-insurance, and will provide at least ten (10) days' written notice to the other Party if any of the above described policies or self-insurance are to be cancelled

or changed. Each Party will cause such insurance to be primary to and not contributory with any insurance coverage maintained by the other Party with such insurance covering the premises, activities and operations of the Project.

7.5 Insurer Qualifications. All of the above-required insurance coverages/policies will be written by insurance companies licensed to issue policies in the state where the Rink is located and with an A.M Best rating of no less than A-. Self-insurance shall be provided in a manner consistent with Nevada law. All such policies will be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Each Party hereto agrees to be responsible for any and all claims and liability from legal action, damages, loss, liability, and any other expenses (including attorney fees) resulting from the acts or omissions of its respective, as applicable, parent, subsidiaries, affiliates, and related entities, their successors and assigned, and each of the foregoing's respective owners, members, managers, elected officials, officers, directors, employees, independent contractors, and agents, and all of their successors and assigns, committed in the performance of this Agreement. In no event shall the language herein constitute or be construed as a waiver or limitation of the City's 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, including the limitations set forth in Nevada Revised Statutes Chapter 41. The requirement herein shall survive the termination of this Agreement.

8.2 Limitation of Liability. Notwithstanding the above, the Parties agree that VGKF shall only be liable for those Claims arising from events that it hosts at the Rink (i.e., scheduled league games, clinics, tournaments, etc.), and the City of Las Vegas shall be liable for those Claims arising from all other uses of the Rink (e.g., public use, pick-up games, etc.).

9. DEFAULT AND TERMINATION. This Agreement may be terminated upon fifteen (15) days' advance written notice by either Party if the other Party breaches any of the material terms of this Agreement which default is not cured (or commencement of a cure has not begun) within forty-five (45) days following written notice of such default to the defaulting Party.

10. DISPUTE RESOLUTION.

10.1 This Agreement is deemed to be made in and will be construed in accordance with and governed by the law of the State of Nevada, without application of its principles regarding choice of law that would result in the application of the law of another jurisdiction.

10.2 In the event that that any dispute, controversy, or claim arises between the Parties relating to this Agreement, the Parties will first attempt to resolve such dispute, controversy, or claim by informal good faith negotiations between the Parties' respective senior management. If no amicable resolution is reached within a reasonable time period (not to exceed thirty (30) calendar days from the date that one Party requests a "resolution meeting" unless an

authorized agent of each Party agrees in writing to extend such period), the Parties may pursue any and all legal and equitable remedies available to them. In the event that litigation is initiated or any attorney is retained in order to enforce any term, provision, or obligation of this Agreement (including to collect any fee due hereunder), such litigation will be adjudicated in the State or Federal courts located in Clark County, Nevada, and the prevailing Party will be entitled to recover, in addition to all other available remedies, reimbursement from the non-prevailing Party for such reasonable attorneys' fees, court costs, costs of investigation.

11. OWNERSHIP/WARRANTIES.

11.1 This Agreement is not intended to vest in VGKF or any other Project sponsor any easement or interests in the land except as set forth herein. Accordingly, VGKF shall not record this Agreement at any time in any public records office.

11.2 All Project improvements to the Project Site shall vest in the City of Las Vegas upon installation thereof.

11.3 All warranties available to VGKF in connection with the VGKF Contributions shall be either directly extended to the City of Las Vegas via its written agreements to purchase Project materials with applicable vendors, or else are hereby assigned (or shall be assigned in writing, to the extent permitted by the applicable contract) by VGKF to the City of Las Vegas. Notwithstanding the foregoing, if the warranties cannot be assigned via contract, VGKF agrees to cooperate with the City of Las Vegas in good faith to resolve any warranty issues with the applicable manufacturer/vendor.

11.4 The obligations under this Section will survive termination or expiration of this Agreement.

12. COMPLIANCE WITH LAWS. Each Party shall fully obey and comply with all Federal, State and local laws, statutes, ordinances, resolutions and administrative regulations which are applicable to this Agreement. The obligations under this Section shall survive termination or expiration of this Agreement.

13. RELATIONSHIP OF THE PARTIES. This Agreement does not constitute and will not be construed as constituting an agency, employment, franchise, partnership or joint venture relationship between the Parties. Neither Party will have the right to obligate nor bind the other in any manner whatsoever and nothing contained herein will give or is intended to give any right of any kind to any third persons. Each Party will each be solely responsible for the conduct of its respective employees and agents in connection with the performance of its obligations hereunder.

14. SUCCESSORS AND ASSIGNS. This Agreement is binding upon the Parties' successors, however, a Party's rights under this Agreement may not be assigned and a Party's duties under this Agreement may not be delegated without the prior written consent of the other Party, which such consent will not be unreasonably denied or delayed.

15. PARAGRAPH HEADINGS. Paragraph and subparagraph headings contained herein are inserted for convenience only and will not be considered for any purpose in governing, limiting, modifying, construing or affecting the provisions of this Agreement and will not otherwise be given any legal effect.

16. ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page of any such counterpart, or any electronic copy thereof, may be attached or appended to any other counterpart to fully complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of any signature will be deemed an original and will bind such Party.


17. FORCE MAJEURE EVENT. If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to a Force Majeure Event, the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such Force Majeure Event. For the purposes hereof, “**Force Majeure Event**” means each instance of: acts of God; strikes, lockouts, failure or inability to secure materials or labor, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; pandemics; epidemics; public health crises; earthquakes; fires; floods; casualty; damage; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the Federal, State, county, or municipal government in accordance with applicable law; condemnation; civil disturbances; or explosions; or some other reason beyond the reasonable control of the Party seeking a delay and which, in any event, are not a result of the negligence or financial condition of the Party claiming the right to delay performance on account of such occurrence.

18. MISCELLANEOUS PROVISIONS. This Agreement embodies the entire agreement of the Parties with respect to the subject matter contained herein and it supersedes all prior oral or written communications between the Parties with respect to such subject matter. The provisions of this Agreement may be amended, modified, or waived only by a written document executed by an authorized agent of each Party. No written waiver will excuse the performance of any act other than those specifically referred to herein. No waiver by either Party hereto of any breach of this Agreement will be deemed to be a waiver of any preceding or succeeding breach by that Party hereunder. The persons executing this Agreement on behalf of the City of Las Vegas and VGKF, respectively, each represents and warrants that (i) such person is duly authorized to execute this Agreement on behalf of such Party; and (ii) such Party has full power and authority to execute this Agreement and perform its obligations hereunder without the consent of any other person or entity. In the event any provision of this Agreement is deemed invalid, illegal, or otherwise unenforceable by any court of competent jurisdiction, such provision will be severed from this Agreement, provided, however, that the validity, legality, and enforceability of the remaining provisions of this Agreement will not in any way be affected or otherwise impaired thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, VGKF and the City of Las Vegas have caused this Agreement to be executed by their authorized representatives on the dates indicated below.

VEGAS GOLDEN KNIGHTS FOUNDATION, INC.

By: 

Printed Name: Kim Frank

Title: President, Vegas Golden Knights Foundation

Date: 9/15/22

CITY OF LAS VEGAS

By: _____

Printed Name: Carolyn G. Goodman

Title: Mayor

Date: _____

ATTEST:

By: _____

Printed Name: LuAnn D. Holmes

Title: City Clerk

APPROVED AS TO FORM:

By: 

Printed Name: John S. Ridilla

Title: Chief Deputy City Attorney

Date: 9/15/22