

SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT
LIFE IS BEAUTIFUL – 2023

This Special Event Licensing and Temporary Land Use Agreement (“Agreement”) is made by and between the City of Las Vegas, a municipal corporation of the State of Nevada (“City” or “Licensor”) and Life Is Beautiful, LLC, a Nevada limited liability company (“Life Is Beautiful” or “Licensee”). City and Life Is Beautiful are sometimes individually referred to in this Agreement as “Party” and collectively referred to in this Agreement as the “Parties.”

This Agreement is effective on the date signed by City and Life Is Beautiful, whichever date is later, as long as the date signed by the second Party is within thirty (30) calendar days of signature by the first Party (the “Effective Date”).

RECITALS

WHEREAS, Life Is Beautiful desires to conduct a special event music festival in Downtown Las Vegas on portions of the City right-of-way and certain real property owned by City pursuant to Las Vegas Municipal Code and other applicable law; and

WHEREAS, City desires to allow Life Is Beautiful to conduct the special event music festival subject to the terms and conditions described in this Agreement.

Now, therefore, in consideration of the mutual promises and of the covenants set forth in this Agreement, the receipt and sufficiency of which are acknowledged, City and Life Is Beautiful and agree:

AGREEMENT SUMMARY

1. This Agreement licenses the use of the Site (the “License”, hereinafter defined) for twenty-seven (27) days in connection with that Festival commonly known as the “Life is Beautiful Festival” that includes three (3) calendar days for the music, arts, and food festival and related concessions and vending, and an additional seventeen (17) calendar days for site preparation and seven (7) calendar days for site restoration. Annually, the specific dates shall be as listed in the Special Event Permit (as defined herein) (collectively the “Event” or “Festival”).

2. The Event is proposed to be held on certain real property, some of which is owned by City, which is bounded by Carson Avenue (south), 11th Street (east), Las Vegas Boulevard (west), and the Las Vegas Expressway/515 (north), (the “Site”) and depicted on the Site Map attached as Exhibit A and incorporated as a part of this Agreement. Life Is Beautiful understands that City is only conveying a license to the real property that it owns on attached Exhibit B (“City Property”), and the other licenses to use of any other real property within the Site that is not owned by City is the sole responsibility of Life Is Beautiful to acquire.

3. This Agreement sets forth the obligations of Life Is Beautiful concerning the use of the Site and other property licensed or used for parking, approaches, or sidewalks (collectively the “Premises”) in connection with the Event. It also sets forth the responsibilities, including payment obligations, of both Life Is Beautiful and City in connection with the Event.

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AGREEMENT

1.0 Grant of License. In conjunction with and as consideration for this Grant of License, Life Is Beautiful must apply for and be granted a Special Event Permit pursuant to the Las Vegas Municipal Code Title 12.02. The requirement of the Special Event Permit shall be a condition subsequent to the approval of this Agreement. Life Is Beautiful acknowledges that it shall comply with any requirements as may be specified for the Special Event Permit. The Special Event Permit will include all the relevant dates, including site preparation, actual Festival dates, and site restoration. These dates will constitute the “License Term”.

2.0 License Fee/Permit Fee. In exchange for the use of the Site, it is understood that Life Is Beautiful has and continues to create goodwill and economic benefits for the City of Las Vegas and its residents by producing the Festival on the Site. The goodwill and economic benefits that City receives from the Festival serve as good and valuable consideration for Life Is Beautiful’s use of the Site and for Life Is Beautiful not paying certain licensing and/or permit fee(s) and services to City, to the extent allowed by City. In consideration for City providing certain services the “City Provided Services” and the use of the Site, Life Is Beautiful agrees to designate City as a Platinum sponsor of the Festival and shall provide certain sponsorship benefits to City. Life Is Beautiful agrees to reimburse City for actual overtime costs incurred to provide the Additional City Provided Services. Life Is Beautiful shall also reimburse City-provided additional work before, during, and after the Festival not contemplated hereunder.

2.1. City Provided Services (included in Licensee’s licensee fee/permit fee):

- 2.1.1. Public Works: Traffic barricade review; removal of bicycle racks; and removal and reinstallation of streetlights/signals and traffic signs.
- 2.1.2. Public Works: General right-of-way maintenance, sewer and storm drain cleaning, and bike rack removal and replacement.
- 2.1.3. Public Works: General clean-up of option land if the clean-up was scheduled in advance and during City of Las Vegas normal work hours before the Festival.
- 2.1.4. Public Works: Street sweeping, pre-event cleaning, and power washing of public streets provided that these services are scheduled with the City as least 30 days in advance of their need.
- 2.1.5. Public Works: Pre-event and post-event cleaning of City Hall Option Land parcels provided that these services are scheduled with the City as least 30 days in advance of their need.
- 2.1.6. Parking Services: On-street parking / City share of leased lots, City parking lot (North of Ogden).
- 2.1.7. Special Event Permits: Processing fee and processing Fire Department fee.

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- 2.1.8. Business Licensing: Vendors, liquor, and Business Licensing Special Events alcohol awareness training.
- 2.1.9. Business Licensing: Mobile food vendors/trucks including the allowance of no more than four out-of-state mobile food vendors/trucks that do not possess City of Las Vegas business licenses (in the Festival footprint) provided that the unlicensed mobile food vendor/truck adhered to pre-established protocols including successful passage of Las Vegas Fire and Rescue safety inspections.
- 2.2. Additional City Provided Services (Licensee to reimburse City for actual overtime costs incurred):
 - 2.2.1. Public Works: Overtime traffic staffing and traffic barricade inspector fees.
 - 2.2.2. Fire: Bomb Squad, CBRNE, Command and Control Staff.
 - 2.2.3. Any services requested by Life Is Beautiful that require City's use of contractors or other third-parties to perform the Additional City Provided Services.

3.0 Term; Option to Renew; City Manager Authority. This Agreement shall commence on the date approved by the Las Vegas City Council and shall continue in effect until June 30, 2024. City shall have the option to renew the Agreement for two successive one-year periods. The City shall exercise its option no later than June 1 of the following year(s) after a Festival. City shall exercise its renewal option in its sole discretion after reviewing the results, analysis, financial statements, and economic benefits to City from the prior Festival (the "Festival Economic Analysis"). In order for City to conduct its review, Life Is Beautiful agrees to provide City no later than March 31st of each year this Agreement is in effect a review of such Festival Economic Analysis. City Council designates City Manager to exercise the option on behalf of City after consideration of the results of the Festival Economic Analysis of the prior Festival and Life Is Beautiful's nonpayment for license and permit fees, the use of the Site and City services provided. In the event City does not exercise its option to renew, this Agreement shall terminate, and the Parties shall have no further obligations to each other under this Agreement.

4.0 Conditions Precedent to Entry onto Site. Life Is Beautiful covenants and agrees to perform and abide by each and every term, condition, limitation, and restriction herein set forth, each of which shall be a condition to Life Is Beautiful's use of the Site pursuant to this License Agreement. Life Is Beautiful shall obtain a Special Event Permit from City, shall not enter the Site to begin preparing the Site for the Festival, and shall not move any equipment or any other item onto the Site unless and until City, in writing, authorizes Life Is Beautiful to do so and City confirms that Life Is Beautiful has fulfilled all of the conditions precedent to such entry. The conditions precedent to Life Is Beautiful entering the Site are set forth in Exhibit D attached hereto and incorporated herein and with any other requirements defined herein or as may be specified in the Special Event Permit. In the event Life Is Beautiful enters the Site prior

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to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by the Parties to be trespassing committed by Life Is Beautiful, as well as a default that shall automatically terminate this Agreement.

5.0 Default. Life Is Beautiful covenants that if any default is made in this Agreement's covenants or agreements, the Agreement including use of the Site shall, at the option of City, cease and terminate, and the relationship of the Parties shall be the same in all respects as if the License Term had fully expired. In such event, City may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

6.0 Insurance. Life Is Beautiful agrees to provide to City General Liability Insurance, from a qualified carrier authorized to do business in the State of Nevada and rated at least A-VIII, or better, by A.M. Best, Inc., in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate per event for injuries to persons, or damage to property, caused by Life Is Beautiful in connection with its performance of its obligations hereunder. Life Is Beautiful agrees to name the following parties as additional insureds on the above referenced policy:

- 6.1. City of Las Vegas, its elected officials, officers, employees, agents, and volunteers, and the Las Vegas Metropolitan Police Department (collectively "Additional Insureds") as their interests may appear with respect to the actions of the named insured.
- 6.2. All such insurance shall be occurrence-based claims coverage. No such insurance shall have investigative or defense costs included in the limits (e.g., burning limits).
- 6.3. In addition, Life Is Beautiful shall carry: (a) Product Liability coverage and Completed Operations, (b) statutory Workers Compensation coverage with Employers' Liability Coverage of at least \$1,000,000, and (c) Business Automobile Liability Insurance coverage in the amount of at least \$3,000,000 for owned or non-owned vehicles. All insurance dollar amount limits may be met with a combination of primary and excess coverage.
- 6.4. All such insurance shall be endorsed to provide at least thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the other Party. City may directly contact Life Is Beautiful's retail insurance broker for any insurance questions: Paul Bassman at Higginbotham Insurance Brokerage by e-mail to ascendfestivals@higginbotham.net.
- 6.5. Certificates for all such insurance, naming the additional insureds as enumerated above, shall be delivered to City no later than September 1st of each Festival year.
- 6.6. Life Is Beautiful's insurance shall be primary and non-contributory to any other applicable insurance maintained by City and City Additional Insureds. Life Is

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Beautiful shall cause its workers compensation policy to contain a waiver of subrogation in favor of the Additional Insureds.

- 6.7. Notwithstanding anything to the contrary herein, the Parties shall be responsible, at their own cost and expense, for insuring the Parties' own business and personal property, including vehicles and equipment. Nothing in this Paragraph will be construed as allowing a Party to damage or destroy the business or personal property of the other without liability for such damage or destruction ensuing.

7.0 Liability and Indemnification. Life Is Beautiful agrees to indemnify and hold harmless City, from and against any and all losses, costs, claims, damages, injury, or liability of any kind or nature whatsoever, whether to persons or to property, caused by Life Is Beautiful and/or its employees, agents, vendors, contractors ("Festival Entities"), or guests, arising from and/or in connection with the business activities of Life Is Beautiful under this Agreement or any agreement between City and Life Is Beautiful and/or arising from, or related to: (i) Life Is Beautiful's production of the Festival, including, but not limited to, the set-up, operation, and dismantling of any goods and/or services sold or furnished by Life Is Beautiful under this Agreement with City, and the use of any materials or services supplied by Life Is Beautiful, including, but not limited to, any signage, banners, names, trademarks, service marks, trade-names, or logos, and (ii) any claim or action of any kind including, but not limited to, any claim or action for personal injury or property damage in respect of any material, product, or service offered or supplied by Life Is Beautiful with respect to the Festival. All of the rights to indemnity hereunder shall survive termination of any agreement between Life Is Beautiful and City. The indemnity obligations of this Agreement shall be effective without regard to insurance coverage for a claim. Life Is Beautiful does not indemnify City for City's own negligent conduct in any situation except that of Evacuation.

Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS Chapter 41.

8.0 Inspection of Site and Premises. Life Is Beautiful and City shall jointly inspect the Site, including City Property and Premises, prior to installation of any temporary improvements to determine and document its current condition, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by Life Is Beautiful. Life Is Beautiful accepts the Site, specifically City Property and Premises in their "as is" condition. Life Is Beautiful and City shall jointly inspect the Site, including City Property and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises, ordinary wear and tear excepted, which are directly attributable to Life Is Beautiful's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of Life Is Beautiful. The move-out inspection shall take place no later than October 3, 2023. For any issues with the Site and Premises, which are agreed by the Parties to be directly attributable to Life Is Beautiful's occupancy and use thereof, Life Is Beautiful shall have until October 14th (or a later date agreed-upon by the Parties) to restore the Site and Premises to City's satisfaction. The restoration of the Site and Premises after the Festival must include reinstallation and/or the

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relocation of fencing, if any, and the dust mitigation material, as may be require by the Clark County Air Quality and Environmental Management.

9.0 Additional Life Is Beautiful Equipment. Life Is Beautiful, at its own expense, is permitted to install certain streaming webcast cameras and related fiber optic equipment, lighting, and banners (collectively, the “Life Is Beautiful Equipment”) on City-owned infrastructure in City’s right-of-way for the Festival subject to the following:

- 9.1. No less than fifteen (15) days prior to the anticipated installation date, Life Is Beautiful shall submit a written request to the City’s Department of Public Works with details on what, where, and how the Life Is Beautiful Equipment will be installed.
- 9.2. Connections to existing City infrastructure such as light or traffic signal poles shall use industry standard attachment methods to attach any Life Is Beautiful Equipment (e.g., metal brackets or U-bolts and not plastic zip ties). Any extraordinary items (e.g., large multi-light spotlights or large banners) may require a plan to be submitted by a licensed professional engineer in the State of Nevada to certify that City’s infrastructure is structurally able to hold the fixtures.
- 9.3. A minimum height of seventeen (17) feet above the ground surface shall be maintained. As reasonably possible, the Life Is Beautiful Equipment shall be installed and routed where no pedestrians or vehicle traffic is traveling under the Life Is Beautiful Equipment.
- 9.4. Upon completion of the Festival, Life Is Beautiful shall promptly remove the Life Is Beautiful Equipment. City reserves the right to inspect the City’s infrastructure for any damage. Life Is Beautiful shall be responsible for any damage to the City’s infrastructure that is a result of the installation, operations, or removal of the Life Is Beautiful Equipment.
- 9.5. The installed Life is Beautiful Equipment shall be considered to be incorporated into this Agreement and subject to the Agreement’s terms, conditions, and obligations.

10.0 Care of Site and Premises. Life Is Beautiful, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary, and sightly condition so as to prevent blowing of debris, and shall return the Site to City upon the expiration or termination of this Agreement in a clean condition, with all trash and debris removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). Life Is Beautiful agrees and covenants to return the Site to City without any liens or claims recorded against the Site.

11.0 Expiration of Occupancy. At the expiration of the License Term hereinabove set forth, Life Is Beautiful shall quit and vacate the Site in as good condition and repair as before Life Is Beautiful’s use thereof, ordinary wear and tear excepted, and shall have performed prior to such vacation the permanent dust treatment required under Section 9 to the satisfaction of

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City. In the event Life Is Beautiful holds over and fails to surrender the Site and Premises at the time herein agreed, then and in that event, Life Is Beautiful agrees to pay City the hold-over period amount of \$1,000 per day or any part of a day, and the same does not preclude City from collecting other damages if damages do occur as a result of such hold-over. If Life Is Beautiful vacates the Site prior to the expiration of the contracted time of occupancy, City will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

12.0 Property Left on Site. Life Is Beautiful shall remove from the Site and Premises on or before the termination of the License herein, all temporary structures, and all personal property, goods, and effects belonging to Life Is Beautiful, its Festival Entities, or otherwise brought upon the Site and Premises during the License Term. If any such personal property is not removed at the above stated time, City shall have the right to dispose of any such property (hereinafter “Lost Property”), for which Life Is Beautiful agrees to pay a reasonable fee and all expenses incurred by City. City shall be held harmless from any claim of Lost Property left on Site.

13.0 Security. Life Is Beautiful shall be responsible for security in all areas licensed or otherwise rented or provided, including, but not limited to, exhibit areas, grandstands, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial entry until completion of move-out, understanding that the Las Vegas Metropolitan Police Department (“LVMPD”) will also be on patrol in and around the Premises. Private security services provided by Life Is Beautiful’s designated security vendor(s) will be at the expense of Life Is Beautiful. All security arrangements are subject to prior approval by City and LVMPD. Life Is Beautiful shall provide an approved security placement plan for stationary or roving posts to City and LVMPD prior to entry onto the Site and/or Premises, but no later than September 1, 2023.

14.0 Parking. Life Is Beautiful is responsible to provide adequate parking areas to accommodate attendance at the Festival. Except as set forth on the attached Site Map, all parking for the Festival shall be off-site to the Site and no other parking is permitted on the Site. Life Is Beautiful shall provide to City a plan for the off-Site parking for the Festival that identifies the parking resources that will be available for parking by the attendees of the Festival.

15.0 Concessions. Subject to all City licensing requirements, Life Is Beautiful shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or Life Is Beautiful may license such concession rights to any party or parties’ concessions-designated by Life Is Beautiful subject to requirements of this Agreement. Life Is Beautiful shall provide a list of the proposed concessionaires to City no later than September 1, 2023.

16.0 Access to Premises. City reserves for its authorized representatives and for officers of the LVMPD free access and right to enter any portion of the Site owned by City only if those authorized representatives and LVMPD officers are working in an official capacity. All other access is prohibited absent paid admission to the Festival.

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17.0 Evacuation. It is mutually agreed by the Parties that if the Site or Premises, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat, or other incident or occurrence, actual or threatened, Life Is Beautiful, for itself and for the other Festival Entities, shall and does hereby release City, its officers, employees, and agents from liability for injury, loss of life, loss of or damage to property, or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate. To be clear, Life Is Beautiful is not releasing City, its officers, employees, and agents from any gross negligence, willful conduct, or intentional acts. Life Is Beautiful, for itself, and for its successors and assigns, hereby covenants and agrees, if of such evacuation or direction to evacuate, that any and all claims that may be asserted by third-parties for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as a result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in this Agreement. Under emergency circumstances, City, or its designee, shall regain complete control of the Site. City will make every reasonable effort to notify Life Is Beautiful of any pending action with respect to emergency evacuation.

18.0 Re-Entry Right. Life Is Beautiful agrees that if the Site or any part thereof shall become vacant during the License Term, City or its representatives may re-enter the same without being liable therefore to Life Is Beautiful or Festival Entities. To be clear, prior to any re-entry based on this Paragraph, City must communicate to Life Is Beautiful its intent to re-enter the Site or any part thereof, giving at least forty-eight (48) hours prior notice, during which time, Life Is Beautiful may either rectify the vacancy, or concede vacancy allowing re-entry by City.

19.0 Sub-Licensing of Site. Life Is Beautiful may sub-license portions of the Site to other vendors and entities related to the Festival. Life Is Beautiful may sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from City.

20.0 Extraordinary Expenses. The License Fee for the Festival is an estimate based on costs for previous Life Is Beautiful events. However, the Parties recognize that circumstances may arise that result in extraordinary expenses for City. Such expenses, if required and/or requested, could include unanticipated overtime and use of City equipment and other resources. If such expenses arise, City will provide Life Is Beautiful a detailed invoice describing the expenses and Life Is Beautiful agrees to reimburse City for those reasonable amounts incurred by City.

21.0 Disclosure of Principals. Life Is Beautiful warrants that it has disclosed, on the form attached as Exhibit E hereto, all principals, including partners, of Life Is Beautiful, as well as all persons and entities holding more than a 1% interest in Life Is Beautiful, or any principal of Life Is Beautiful. If Life Is Beautiful, or its principals or partners described above, are required to provide disclosure under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), and attaches current copies of such federal disclosures to Exhibit E, the requirement of this Section 21 shall be satisfied.

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22.0 Survival of Covenants and Remedies. The agreements and covenants made by the Parties herein shall survive the termination of this Agreement. Each such agreement and covenant by the Parties shall be construed as a covenant and agreement independent of any other provision herein and the existence of any claim or cause of action by the Parties shall not constitute a defense to the enforcement of the provisions of any such covenant or agreement.

23.0 Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

24.0 Invalidity. It is the desire and intent of the Parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal, or unenforceable for any reason, in any respect, such provision or instrument as to such jurisdiction or as to such person, shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited, or unenforceable in such jurisdiction or as to such person, it shall, as to such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person.

25.0 Entire Agreement; Amendments; Waiver. This Agreement, together with all exhibits, deal memos, and schedules hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. The Parties waive the right to amend this Agreement by any means other than a writing signed by all Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

26.0 No failure or delay on the part of any Party hereunder in the exercise of any power, right, or privilege hereunder shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power, or privilege preclude another or further exercise thereof or of any other power, right, or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

27.0 No notice to or demand on a Party in any case shall entitle such Party to any further notice or demand in similar or other circumstances unless expressly provided herein.

28.0 Assignment. Neither Party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement without the prior written consent of the other Party. Life Is Beautiful may, without City's consent, utilize vendors and contractors to accomplish its obligations under this Agreement, but in all cases Life is Beautiful shall remain fully liable and responsible to City for any of the actions of such vendors and contractors.

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29.0 Publicity and Sponsorship. City grants to Life Is Beautiful a limited license giving the right to use City's Seal, its name, likeness, image, and biography solely in connection with advertising, marketing, promotion, sale, and distribution of tickets to the Festival for which City has agreed to participate ("IP License"). Life Is Beautiful agrees to list City as a Platinum sponsor to the Festival and to provide City with sponsorship benefits whose value is at least equal to the combined value of the IP License, City services, and use of the Site provided by City to Life Is Beautiful and are comparable to what other sponsors receive at the same value level as City. Life Is Beautiful agrees to provide to City for review and approval, the proposed marketing material, which includes City Seal or name prior to distribution.

30.0 Counterparts. This Agreement 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 Agreement may be signed electronically via City's designated electronic signature platform (if instituted), and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

31.0 Relationship of Parties Being Independent. It is acknowledged and agreed that the relationship of the Parties shall at all times be independent, rather than one of employer-employee, co-venturer, principal-agent, partner, or representative. In accordance with this independent relationship status, the Parties shall have no authority to act for or on behalf of each other or to bind each other without express written consent.

31.1. All services to be rendered by the Parties hereunder shall be in accordance with the highest professional standards and in a diligent, competent, efficient, and faithful manner commensurate with the responsibilities involved. In the performance of the services to be rendered hereunder, the services and the hours worked on a given day will be entirely within the individual Party's control.

31.2. The Parties understand that (i) neither Life Is Beautiful nor City shall be considered as having employee status of the other for the purpose of any employee benefit plan applicable to the other's employees generally; (ii) the Parties are not required to provide each other with workers' compensation insurance coverage; and (iii) the Parties are responsible for their own federal and state income, social security, unemployment, and disability taxes and any governmental assessment with respect thereto, and shall indemnify the other with regard to responsibility for the same.

32.0 Timeliness. Time is of the essence in the performance of this Agreement.

33.0 Promotional Photographs and Footage. City and Life Is Beautiful alike shall have the right to create and/or use a reasonable amount of photographs and video footage that feature the Parties, their work product, and designs in conjunction with this Agreement hereunder and utilize such content solely for promotional purposes. Due to the commercial

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enterprise that is Life Is Beautiful, and the myriad agreements that Life Is Beautiful is a party to relative to intellectual property, including photographs and video footage, City must get written consent from Life Is Beautiful for use of the same. The Parties agree to indemnify the other in the manner set forth above under Indemnity, for any intellectual property claims or damages brought by third-parties arising from such uses.

34.0 Trademarks. Each Party agrees that it has no right, title, or interest in or to any trademark, trade name, slogan, logo, or other identification of that Party (except the right to use the same in accordance with the terms and conditions of this Agreement) (collectively, the “Trademark Properties”), and further agrees that any such Trademark Properties are and shall remain the sole property of their respective owner. Any goodwill engendered by either Party’s use of one or more of the other’s Trademark Properties in accordance with the terms and conditions of this Agreement shall inure solely to the owner of those Trademark Properties. Neither Party shall challenge in any forum the validity of the other’s Trademark Properties. Neither Party shall acquire or attempt to acquire any rights (common law, statutory, or otherwise) in and to any trademark, trade name, slogan, logo, or other identification that is similar to, and/or likely to cause consumer confusion with, any of the other Party’s Trademark Properties.

35.0 Force Majeure. The Parties shall not be liable to one another for any failure to perform as required under this Agreement if such failure is due to any Act of God such as fire, earthquake or natural disaster, war, terrorism, rebellion, insurrection, civil war, military action, government regulation, black-out, strike, or otherwise beyond the Parties’ reasonable anticipation or control.

36.0 Representations and Warranties. In addition to any other representations and warranties of the Parties contained herein, the Parties hereby additionally represent and warrant that each has the legal right and authority to perform their respective obligations contained in this Agreement and that such performance will not violate or conflict with any agreement the Party may have with or to any third-party or entity.

37.0 Notice. All notices and communications regarding the performance and responsibilities of the Parties and otherwise given by either Party to the other Party to this Agreement will be in writing and will be delivered in person (by hand or by messenger) or will be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or Federal Express, U.P.S. or other similar recognized private overnight delivery service, prepaid, and by facsimile transmission. Notice given as provided herein will be deemed to have been given on the date it was received as evidenced by signature, fax confirmation, or date of first refusal, if that be the case. Email shall only serve as valid notice if the recipient acknowledges receipt of the email. Notice hereunder will be addressed to:

If to City: City of Las Vegas Parks, Recreation and Cultural Affairs
 Attn: Special Events Division
 495 S. Main St., 1st Floor
 Las Vegas, Nevada 89101
 sford@LasVegasNevada.gov

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with a copy to (which shall not constitute notice):

City Attorney's Office
Attn: John S. Ridilla
495 S. Main St., 6th Floor
Las Vegas, Nevada 89101
Fax: (702) 386-1749
jridilla@lasvegasnevada.gov

If to Licensee: Overnight:

Life is Beautiful
2710 Losee Road, Suite 8
Las Vegas, NV 89030
contracts@lifeisbeautiful.com

Regular Mail:

Life is Beautiful
PO Box 460
Las Vegas, NV 89125
contracts@lifeisbeautiful.com

with copy to (which shall not constitute notice):

Duggan Bertsch, LLC
Attn: Timothy Liam Epstein, Esq.
330 W. Madison, Suite 1000
Chicago, IL 60606
(313) 263-8600
tepstein@dugganbertsch.com

38.0 Compliance. The Parties agree to comply with all applicable laws, statutes, ordinances, rules, and regulations including, but not limited to, those of the United States of America, State of Nevada, as well as all local and regional governmental agencies (including but not limited to City of Las Vegas and Clark County, Nevada (collectively the "City" in this Section 36 only) and any board(s) of health or other city agency of City having jurisdiction over the Festival), in connection with the Parties' performance hereunder. Such laws include, but are not limited to, the Americans with Disabilities Act and similar state laws and local, state, and federal laws prohibiting discrimination, including, but not limited to, in employment and public accommodations. Moreover, Life Is Beautiful shall, at its sole individual expense, procure and maintain in force at all times during the Festival, and any load-in and load-out, any and all licenses, permits, or approvals necessary to conduct its respective activities proscribed under this Agreement. Without limiting the foregoing, the Parties (or individual Party discussed in each respective section) agree to comply with each of the following:

- 38.1. Hazardous Material. Life Is Beautiful shall not cause, nor shall Life Is Beautiful allow any of its agents or invitees to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, or disposed of in, on

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or about the premises of the Festival, licensed from City (City Property and Premises collectively referred to as the “City Premises”), or transported to or from the Premises. Life Is Beautiful is required to develop and implement various preventative and enforcement processes to comply with the required and adopted ordinances. Pursuant to Las Vegas Municipal Codes 14.18.070 and 14.18.191, it is unlawful for any person to discharge or cause to be discharged into the storm system any non-stormwater and it is unlawful for any person to dispose of trash, construction debris, or industrial waste materials into the storm system. Life Is Beautiful will submit and comply with a Storm Water Pollution Prevention Plan (“SWPPP”) with City’s Environmental Officer no later than September 16, 2023. The Parties shall immediately notify each other when one learns of, or has reason to believe that, a release of Hazardous Material (“Release”) has occurred in, on or about the City Premises. The Parties shall further comply with all laws requiring notice of such Releases or threatened Releases to governmental agencies, and shall take all action necessary to mitigate the Release or minimize the spread of contamination. In the event that Life Is Beautiful or its agents or its invitees cause a Release of Hazardous Material, Life Is Beautiful shall, without cost to City, and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the Release. In connection therewith, if Life Is Beautiful is responsible, Life Is Beautiful shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material. For purposes hereof, “Hazardous Material” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or Nevada laws concerning hazardous waste; any asbestos and asbestos containing materials whether or not such materials are part of the City Premises or are naturally occurring substances in the City Premises, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term “Release” or “threatened Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Premises. Note that for purposes of this Paragraph, stage pyrotechnics and display fireworks do not apply.

- 38.2. Property Damage. Life Is Beautiful shall not do anything about the City Premises that could cause damage to the City Premises. Life Is Beautiful will repair any damage caused by Life Is Beautiful at Life Is Beautiful’s sole cost within sixty (60) days after the closing date of the Festival. City shall not do

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anything about the Festival site that could cause damage to Life Is Beautiful's property.

- 38.3. Pesticides Ban and Solid Waste. Life Is Beautiful shall not use, or permit the use of, any pesticides on the City Premises. In addition, Life Is Beautiful will comply with and properly remove and dispose of its solid waste materials used in the course and scope of its performance of this Agreement.
- 38.4. Intellectual Property. The Parties shall be responsible for obtaining any and all necessary clearances or permissions for their respective use of intellectual property.
- 38.5. Public Safety. Life Is Beautiful agrees to conduct all activities under this Agreement at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of City and other government agencies responsible for public safety.
- 38.6. Accessibility. In an effort to be an inclusive Festival, Life Is Beautiful endeavors to make the Festival as accessible to persons with disabilities as reasonably possible and as required by law. Life Is Beautiful is required to comply with federal and state disability access laws.
- 38.7. Discrimination. In the performance of its activities under this Agreement, if applicable, the Parties covenant and agree not to discriminate, including but not limited to on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight or acquired immune deficiency ("AIDS") or HIV syndrome against any employee of the Parties, or applicant for, employment with the Parties, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Parties.
- 38.8. Municipal Regulations. Life Is Beautiful shall comply with all applicable ordinances of the Las Vegas Municipal Code which are hereby incorporated by reference as though set forth in full herein.
- 38.9. Taxes. Life Is Beautiful shall be solely responsible for any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any federal, state, county, or municipality in connection with the fulfillment of Life Is Beautiful's obligations under this Agreement between City and Life Is Beautiful.
- 39.0. Termination. Each Party shall have the right to terminate this Agreement if the other Party is adjudicated insolvent, declares bankruptcy, or fails to continue its relevant business or municipal activities, for any other reason fails to perform its obligations under this Agreement or breaches any representation and warranty hereunder and such performance failure or breach continues for ten (10) days after receiving written notification of such failure

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or breach from the non-breaching Party. This termination provision is in addition to this Agreement's "Default" provision.

40.0 Independent Counsel. The Parties hereto represent that they have had the opportunity to obtain independent legal counsel before entering this Agreement.

41.0 Further Document. The Parties agree that if any other provisions or agreements are necessary to enforce the intent of this document, that both Parties will execute the same upon request.

42.0 Negotiations of Disputes. The Parties are to negotiate all claims and disputes arising under or relating to this Agreement. In the event that such negotiations do not produce a mutually agreed upon settlement, the Parties shall bring any claims in state court in Clark County, Nevada, or another location mutually agreeable to the Parties.

43.0 Choice of Law. The laws of the State of Nevada will govern this Agreement.

44.0 Return of Premises. Upon the conclusion of the Festival, Life Is Beautiful shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, free from hazards, and clear of all debris. Life Is Beautiful shall remove all of its property from the Premises and shall repair at its sole cost any damage to the Premises caused by such removal. The terms of this Paragraph, and any other Paragraph or section of the Agreement, do not apply to permanent art displays, e.g., murals, erected in conjunction with the Festival. Further, the terms of this Paragraph shall not affect the terms of Section 9–Inspection of Site and Premises and Section 10–Care of Site and Premises.

45.0 Headings. The paragraph headings utilized herein are for convenience only, and the same shall not affect the construction of any provision contained herein.

46.0 Terms and Conditions. By signing this Agreement, the Parties acknowledge that they have received, read, and accepted this Agreement, inclusive of Exhibits, which are incorporated herein and made a part of this Agreement.

47.0 Conditions Precedent to Effectiveness of Agreement. This Agreement shall not be or become effective until the following conditions have been satisfied:

47.1. City Council approves the execution of this Agreement;

47.2. An authorized representative of City has signed this Agreement; and

47.3. Life Is Beautiful has signed this Agreement.

48.0 Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date as defined herein.

LIFE IS BEAUTIFUL, LLC

By: _____
David Oehm, CEO

Date: _____

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of Approval by Las Vegas City Council: _____

ATTEST:

By: _____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: Timothy J. Geswein July 13, 2023
Deputy City Attorney Date
Timothy J. Geswein
Deputy City Attorney

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EXHIBIT LIST

SPECIAL EVENT LICENSING AND TEMPORARY LAND USE AGREEMENT
LIFE IS BEAUTIFUL, LLC

Exhibit A–Site Map

Exhibit B–Description of City Property

Exhibit C–Site Plan

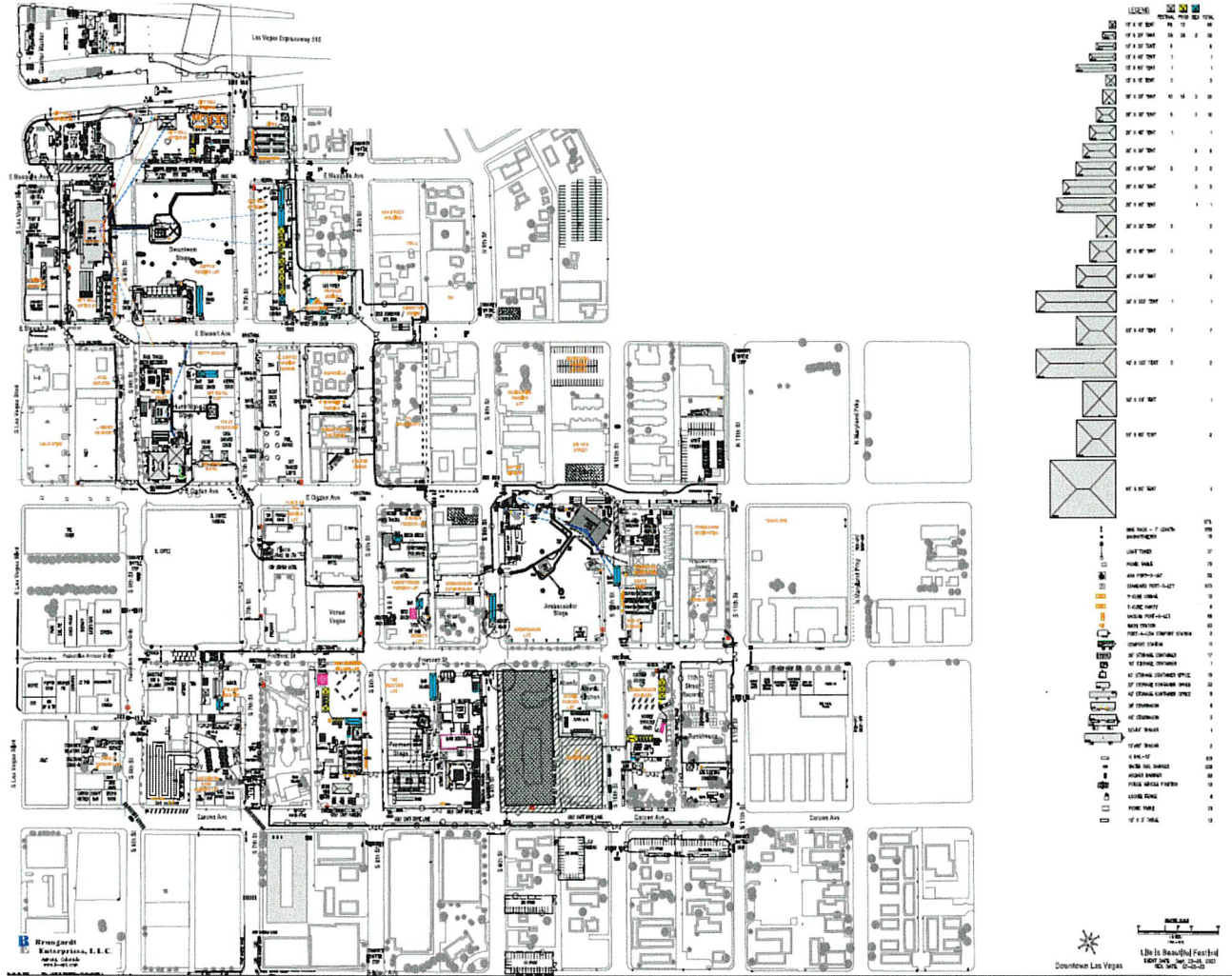
Exhibit D–Conditions Precedent to Special Event Licensing Agreement

Exhibit E–Disclosure of Principals Form

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EXHIBIT A

SITE MAP



*Subject to minor changes until August 31, 2023, when final maps will be submitted to City

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EXHIBIT B

DESCRIPTION OF CITY PROPERTY

Real property owned by City of Las Vegas identified by the Clark County Assessor Parcel Numbers:

139-34-512-001

139-34-512-008 through -015

139-34-512-018 through -025

139-34-512-034 through -039

139-34-512-048

139-34-512-050 through -053 139-34-512-099 and -100

139-34-512-055 and -056

139-34-501-019

139-34-512-102

139-34-599-029 (under separate agreement with the Nevada Department of Transportation)

139-34-599-033 (under separate agreement with the Nevada Department of Transportation)

139-34-599-044 (under separate agreement with the Nevada Department of Transportation)

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EXHIBIT C

SITE PLAN

[SEE ATTACHED]

Note: Subject to minor changes until when final maps will be submitted to City in the Special Event Permit.

LOAD IN September '23

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



LOAD OUT September '23

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30



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EXHIBIT D
CONDITIONS PRECEDENT TO SPECIAL EVENT LICENSING AGREEMENT

D-1. AIR QUALITY. In compliance with Clark County Department of Air Quality Rules and Regulations, Licensee shall make all reasonable efforts to prevent and contain fugitive dust from becoming airborne from use of any unpaved portion of the Site. It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants. This includes, but is not limited to, watering down all unpaved portions of the Site before and after use. Licensee shall be solely responsible for all fees, fines and cures associated with meeting applicable rules and regulations of Clark County Department of Air Quality. Licensee shall install a permanent dust suppressant, acceptable to Licensors, on the Site upon completion of the Festival.

D-2. ENVIRONMENTAL. Licensee will need to submit and execute a Storm Water Pollution Prevention Plan ("SWPPP") with City's Environmental Officer no later than September 16, 2023, as required by this Agreement.

D-3. RIGHT-OF-WAY PERMITS. Licensee shall obtain any and all Public Right-of-Way Event permits by City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the Right-of-way permit application. Licensee will be responsible for all costs associated with the traffic control/barricade plan including the cost of required City of Las Vegas Deputy City Marshals Unit to handle the traffic control and other related matters associated with this Event.

D-4. TEMPORARY TENTS. Licensee shall obtain any and all approvals from City of Las Vegas Fire and Rescue for erection of temporary tents in compliance with the applicable Fire Code.

D-5. BUILDING PERMIT. Licensee shall obtain a building permit for Temporary Electrical Power Distribution Systems. Building and Safety may also require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the Building Permit application.

D-6. BUSINESS LICENSES. Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Planning and Development. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensors shall waive all fees associated with processing the application. Licensors shall not withhold unreasonably the approval of said application.

D-7. LIABILITY INSURANCE. Licensee has complied with all the insurance requirements of this Agreement.

D-8. PARKING AND SECURITY PLAN. Licensee has provided the security and parking plan to Licensors pursuant to this Agreement.

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EXHIBIT E

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

“*City*” means City of Las Vegas.

“*City Council*” means the governing body of City of Las Vegas.

“*Contracting Entity*” means the individual, partnership, or corporation seeking to enter into a contract or agreement with City of Las Vegas.

“*Principal*” means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify City of any material change may result, at the option of City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name: _____	
Address: _____	
Telephone: _____	
EIN or DUNS: _____	

Block 2	Description
Subject Matter of Contract/Agreement: _____	
RFP #: _____	

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals–Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

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Block 5 Disclosure of Ownership and Principals—Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached

Document:

Date of Attached

Document:

Number of Pages:

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above-named Contracting Entity.

Name

Date

Subscribed and sworn to before me this _____ day

of _____, 202_____.

Notary Public