

2022

March 31, 2022

Washoe County Special Event Permit Office 1001 East 9<sup>th</sup> Street, Building A Reno NV, 89502

To Washoe County Special Event Office.

The Incline Village Crystal Bay SkyShow Coalition is pleased to submit the attached permit application for the 2022 Incline Village Crystal Bay 4<sup>th</sup> of July Drone SkyShow. Incline Village Crystal Bay will debut a new way to celebrate the 4th of July this year, with a 'SkyShow' lighting up the night sky in celebration of the holiday. The decision was made in consideration of fire and environmental risks posed by a pyrotechnic fireworks display, shifting a longstanding tradition with an innovative, novel approach. The celebration, dubbed the 'Incline Village Crystal Bay July 4th SkyShow,' is a joint effort between Incline Village Crystal Bay Visitors Bureau (IVCBVB), the Incline Village General Improvement District (IVGID), the Incline Village Crystal Bay Community & Business Association (IVCBA), the Hyatt Regency Lake Tahoe and the Parasol Tahoe Community Foundation.

It is the intent of this coalition to produce a high-quality, innovative, environmentally sustainable and fire safe drone celebration for Incline Village/Crystal Bay residents, property owners and visitors on July 4<sup>th</sup>, 2022. We look forward to working with Washoe County Staff and Board of Commissioners on this important event and appreciate all the assistance staff has provided our coalition as we advance through the permitting process.

Best Regards,

Andy Chapman President/CEO

Incline Village Crystal Bay Visitors Bureau

# OUTDOOR FESTIVAL LICENSE APPLICATION

1001 EAST 9TH STREET, BUILDING A RENO, NEVADA 89512

(775) 328-3733

www.washoecounty.us

## OUTDOOR FESTIVAL LICENSE GENERAL PROCEDURES

Definition:

"Outdoor festival" means an assembly of 1,000 or more persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein

- 1. **APPLICATION.** Complete the form in ink. This application is for events with attendance over 1,000 persons (spectators and participants) on any one day of the event. There is a \$1,000.00 nonrefundable application fee. Applications will be returned if the application fee is not included. Three paper copies of the application plus an electronic pdf file (memory stick or DVD) of the application must be turned in at least **90 days** before the event. The application must include all required forms.
- 2. APPLICATION DEADLINE. All applications must be submitted at least 90 days in advance of the event.
- 3. **LICENSING REQUIREMENTS.** An outdoor festival license is required on any public or private lands in the unincorporated area of Washoe County except for lands managed by the Washoe County Regional Parks and Open Space; and, state, trust, tribal, and federal lands. All events must meet land use/regulatory zone requirements before the license will be issued. For information on land use/regulatory zone requirements, call (775) 328-6100 with the parcel number(s) of the event.
- 4. **BONDS.** The outdoor festival license will not be issued until the applicant has agreed to hold harmless, and has submitted evidence of sufficient insurance to indemnity, the County of Washoe, and their employees, agents and contractors for any and all liability for damages, injury, loss or expense caused or occasioned by reason of an act, or failure to act on the part of the applicant, the sponsoring organization, their agents and employees throughout the event. Additional bonds or letters of credit may be required.
- 5. **FEES.** The license fee for an outdoor festival is \$350.00 per day plus any booth fees if applicable. If the event is a carnival, circus or tent show the daily license fee is \$300, to a maximum amount of \$4,200, plus booth fees if applicable.

	BC	OOTH FEES	
1-4 booths	\$ 25	50-59 booths	\$ 300
5-9 booths	\$ 50	60-69 booths	\$ 350
10-19 booths	\$ 100	70-79 booths	\$ 400
20-29 booths	\$ 150	80-89 booths	\$ 450
30-39 booths	\$ 200	90-100 booths	\$ 500
40-49 booths	\$ 250	More than 100 booths	\$ 500 plus \$5 for each booth in excess of 100

- 6. **INVESTIGATION.** The Sheriff's Office shall conduct a criminal history inquiry of the applicants (to include partners and corporate officers). Fingerprint impressions may be taken and submitted to the Nevada Central Repository for criminal history records and the Federal Bureau of Investigation. Fingerprint impressions will be taken after the application is turned in and deemed complete. A local police records check may be substituted for the criminal history inquiry for applicants with prior approved outdoor festival license(s) for the same type of event.
- 7. **CONDITIONS.** All pre-event conditions imposed by the Washoe County Board of County Commissioners (BCC) for the outdoor festival license must be met before the license will be issued.
- 8. **APPROVALS AND AGENCY SIGN-OFFS.** The application will be reviewed by the appropriate agencies, to include Building and Safety, the District Attorney's Office, Engineering, Health District, fire agency, the Sheriff's Office, and other agencies as appropriate. The application will be approved by the BCC at a public hearing.
- 9. **ISSUANCE OF LICENSE.** The outdoor festival license will be issued after all fees have been paid and all required pre-event conditions are met. The outdoor festival license must be displayed prominently at the event and must be available for inspection. This license is valid only for the event authorized and not for any other event.

#### Materials required for submittal

Fees – check(s) made payable to "Washoe County"
 Application fee
\$1,000 non-refundable application fee
Daily fee(s)
\$350 daily fee plus appropriate booth fees
Carnival, circus or tent show fees
\$100 daily fee (maximum of \$1,400) plus appropriate booth fees
 Three packets plus an electronic pdf file (memory stick or DVD). Each packet shall include the completed application and event plan. The event plan must include:
Site plan showing the arrangement of all facilities; including ingress, egress, parking and camping; and,
Detailed explanations for:
Security and fire protection
Medical facilities and services
Vehicle parking
Communication system
Illuminating the premises (if applicable)
Camping (if applicable)
Cleanup and rubbish removal plan and cost estimates to return the event site to its preevent condition
 Certified copies of articles of incorporation filed in Nevada (if applicable)
 Copy of partnership papers (if applicable)
 Insurer Information and copy of insurance policy specific to event (copy must be furnished prior to the issuance of the license), History of similar events, and Vendor list

#### **Submission Materials (continued)**

/	
	Property ownership affidavit and permission to conduct event signed by each property owner(s) and notarized (separate form for each property owner)
	Statement of Assets
	Statement of Liabilities
	Personal history of all applicants (to include corporate officers and partners)
	Names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event
	Names and addresses of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the event
	Release of claims and authorization to release information signed by each applicant (to include corporate officers and partners) and notarized
	Insurance, Hold Harmless & Indemnification Requirements signed by applicant
	Waiver and Consent to Extend Mandated Public Hearing Date signed by applicant

#### **OUTDOOR FESTIVAL LICENSE APPLICATION**

(Requires a non-refundable \$1,000 application fee)

Application date: 2-10-22	
Applicant Information	
Applicant's name: Incline Village Crystal Boy Visitur Bur Cau	
Mailing address: 969 Tahur Blud Incline Village NV	89451
Street or PO Box City State Zip of Phone: 775-833-1606 (Business) (Home) 530-946-9999 (Email: Andr @ 60 Tahre. Com	
All applicants, to include corporate officers or partners must complete a personal history form	_
Is the applicant a(n):   Corporation  Partnership  Individual	
If a corporation or a partnership, list corporate officers or partners:	
Name Address Title	
Event Information	
Name of Event: Tweline Village Crystal BAY July 412 Sty Sho	W
Date(s) of Event: 7-4-22 Hours of operation: 8:30 pm - 11:00	PM
Location of Event: 948 Troline Way, Ivoline Village NV 894	51
Assessor Parcel Number(s): 17-030-15	
Description of Event: COMMUNITY + VISITUR Drum Skyshum Celebr	ation
Name of the designated event representative who will be on-site during the event and who has authority applicant:	/ to bind the
Will an admission fee be charged for your event?	
If yes, amount and type of fee(s):	
When will fee be collected?	
Approximate number of participants and other persons: UP TO 25	
Approximate number of customers and spectators: UP To 5000	
Approximate maximum number of persons on any one day of the event: ער פטטס	
Will food and/or beverages be served?	
(all food and beverage vendors must have the appropriate Washoe County Health District permits)	
Will alcoholic beverages be served?	
(all intoxicating liquor vendors must be individually licensed with Washoe County Business License)	
Will there be live music?	

#### **INSURER INFORMATION**

(see Insurance, Hold Harmless & Indemnification Requirements)

Name of Insurer: / TMOSICAN / 1/1+er-9+,2	e Dismarce Policy	number:	1024
Attach copy of insurance policy specific to e	event (must be furnished prid	or to the issuance of	the license)
Address of Insurer:			
Street	City	State	Zip code
Limits of liability:	,		
	Y OF SIMILAR EVENT additional sheets if needed)	rs .	
Describe the history of all similar events conducted, names, types, dates, locations, permits or licenses in This Coal Fire Producted Colombia To TVCB.			
	VENDOR LIST additional sheets if needed)		
Name of Vendor	Туре	of product	
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Washer Courty Sherst	C	ecir.te	-/-
IV9 DD	Ŕ	efete Our	V
KTKa	Ma	ISIC Simu	CAST

## AFFIDAVIT OF PROPERTY OWNERSHIP and/or PERMISSION TO CONDUCT EVENT

STATE OF NEVADA )
COUNTY OF WASHOE ) ss:
I. India WinDuest - IU OIO being duly swom, depose, and say that I am an owner* of property involved in this outdoor festival and I do hereby:
(check appropriate box)
Affirm that I am an applicant for the below named proposed outdoor festival and also own the property or properties on which the event will be conducted
OR
Affirm that I give permission to the applicants for the below named proposed outdoor festival to conduct the event on the following property or properties which I own:
Assessor Parcel Number(s): 127-030-15
Proposed Outdoor Festival: <u>Incline Village Crystal Ray</u> 4th of July Skyshow  Signed
Subscribed and sworn to before me this
Gerten Cetterson Susan A. HERRON
Notary Public in and for said county and state  Notary Public in and for said county and state  Appointment Recorded in Washos County No: 98-2732-2 - Expires Dec. 08, 2022  My commission expires: 12-8-2022
*Owner refers to the following. Please mark the appropriate box.
OWNER/JOINT OWNER CORPORATE OFFICER/PARTNER POWER OF ATTORNEY (Provide copy of Power of Attorney) AGENT (Notarized letter from property owner giving legal authority to agent) LETTER FROM GOVERNMENT AGENCY WITH STEWARDSHIP

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December 2016

Outdoor Festival Application

As of February /UD

2022

(Describe fully and indicate assets pledged)
(If additional space is required, attached supporting pages or documents

Current Assets Cash on hand		\$ 9.149 =
Cash in safe deposit box		_ \$ <del>\                                  </del>
	LOCALION OF BOX	
Cook in	Name, Bank and Branch	
Cash in	Name, Bank and Branch	\$
Accounts and notes receivable (d	describe nature of receivable and when due)	
Other current assets		<u> </u>
		\$
		\$
	) (If close held corporation, furnish current balance shee	\$
		\$
Investments, other than stocks ar	nd bonds	
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		_
-		<b>—</b> • • • • • • • • • • • • • • • • • • •
	iption and fair value of each parcel)	\$
		Φ.
Other assets Automobiles and other personal p	property	
-		\$
9.		
Total Assets		9144
Total Assets	/_	\$ \[ \sqrt{1} \]
Andy Chapman	One_	7-10-17
Print Name	Signature	Date

STATEMENT OF LIABILITIES FEBRUARY (UT)

(Describe fully, indicate secured liabilities)
(If additional space is required, attached supporting pages or documents

Current liabilities			
Notes payable			\$
	Name, Bank and Br	ranch	
Due	How secured	<del>-</del>	
Notes payable			\$
_	Name, Bank and Br		
Due			
Notes payable	Name, Bank and Br		\$
Dua			
Due			
Notes payable	Name Bank and B	Branch	\$
Due			
Other notes payable (indicate name	e, address and how secure	<b>∌</b> d)	
-			\$
		14	\$
Accounts payable			\$
Liability for Federal Income Tax (de			\$
Provision for current year's Federa			\$
Provisions for other current taxes			\$
Liability for other delinquent taxes		***************************************	\$
Mortgagga payable /List cosh martines			
Mortgages payable (List each mortgage s	separately, now secured, a	nd monthly payments due there	
			\$
÷			\$
Other liabilities			
			¢
			Φ
·			\$
3 N			\$
Total Liabilities		***************************************	\$
Contingent liabilities (describe)			
A , , ,			
Hody Chapman		me	- 2-10-22
Print Name		Signature	Date

# OUTDOOR FESTIVAL LICENSE PERSONAL HISTORY

(complete a separate form for each applicant, to include corporate officers and partners)

Name in full: Andrew	Mc Koun	chapa	m
First List ALL other names you have been known	Middle hapma	Last	
	5)		
Residence address:			
Street	City	State	Zip Code
Residence phone:	Business p	hone: 775-83	7-1606
Name of your present business or employer	2	ystal BAZ V.	s. has Buseau
Business address: 969 Tohor	Blud. Incline Vi	Mase iv	89 931
Street	City	State	Zip Code
Type of business: Tourism Manage	Position:	90	
How long engaged in this business:	) /TS		
Date of birth: _			
List cities in which you have lived during the	last ten years:		
Dates From and To	City	20.222	State
October 2013 - Hesen	South Ma	Pahre	CA
1992 - 2013	Zephyr col	r	N
I, the undersigned, have answered all ques and correct. I further understand that disclo of the license. The filing of the application of and any carrying on of such event before a l	osure of any false, misleading or does not authorize the conductin	incorrect information cog of any event for which	ould result in the denial ha license is required,
Andrew chapman		ne_	
Printed name of applicant		Signature of app	licant
2 tu-82			
Date			

# OUTDOOR FESTIVAL LICENSE CONTRIBUTORS OR INVESTORS LIST

(List the names and addresses of any person contributing, investing or having an expected financial interest greater than \$500 in producing the event) (attach additional sheets if needed)

Name	Address
Incline Village Crystal Bay	Ustra Before 969 TATE Bul. IV
HYTTE Regercy LAKETAho.	e 111 Carry Cleb Blue
Irdin Villac Crystal Bay Bus	
300/9/3/3/	(3) (7000,4),100 (3)
Other Fords will be RAISED	! be Pessar Dentiers
- 1 10 13 00 11 3C 10 13g	JE POSENT CONDIANS
	RVICES OR ACTIVITIES LIST
	any person expected to provide, for consideration, illary to or in conjunction with the event)
	ditional sheets if needed)
Name	Address
PAROSAI COMMUNITY FINITY	tion 948 Theme was
NUTEPD	875 TAMBE WAY
Wingher County Short	,
į.	

# OUTDOOR FESTIVAL LICENSE RELEASE OF CLAIMS

(complete a separate form for each applicant, to include corporate officers and partners)

The undersigned has filed with Washoe County Business License an application for outdoor festival license. In consideration of the assurance by the Washoe County Board of County Commissioners that no vote on said application will be taken except after a deliberate, intensive and thorough investigation of the undersigned, including but not limited to a criminal history inquiry, associates and finances, the undersigned does for himself, his heirs, executors, administrators, successors and assigns, hereby release, remise and forever discharge the County of Washoe, Washoe County Board of County Commissioners, Washoe County Sheriff's Office, and Washoe County Business License from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the undersigned ever had, now has or may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to the undersigned application.

#### **AUTHORIZATION TO RELEASE INFORMATION**

As an applicant for an outdoor festival license with Washoe County Business License, I am required to furnish information for use in determining my qualifications. In this connection, I authorize release of any and all information of a confidential or privileged nature.

I hereby release you, your organization and others from liability or damage, which may result from furnishing the information requested. This release will expire 180 days after the date signed.

I, the undersigned, having read this release and authorization and understanding all its terms, execute the release and authorization voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, I have executed this release/	authorization at Incline Village on the
Andrew Chapman  Printed name of applicant	Signature of applicant
Subscribed and sworn to before me this	
Notary Public in and for said county and state  My commission expires:	SUSAN A. HERRON  Notary Public - State of Nevada  Appointment Recorded in Washoe County  No: 98-2732-2 - Expires Dec. 08, 2022

# OUTDOOR FESTIVAL LICENSE INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS

Pursuant to Washoe County Code section 25.303, any applicant for a Washoe County outdoor festival license must ensure the following requirements are met to the satisfaction of the Washoe County Risk Management Division before the outdoor business license may be issued.

#### **INDEMNIFICATION & HOLD HARMLESS**

As respects acts, errors or omissions relating to the event, APPLICANT agrees to indemnify and hold harmless the COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly or indirectly out of the event or any activity leading up to, during, or following the event, excepting those which arise out of the sole negligence of the COUNTY.

APPLICANT further agrees to defend the COUNTY and assume all costs, expenses and liabilities of any nature to which the COUNTY may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions of the APPLICANT or its agents concerning the event.

#### **INSURANCE REQUIREMENTS**

The COUNTY requires that the APPLICANT purchase General Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the event by the APPLICANT, its agents, representatives, or employees. The cost of all such insurance shall be borne by the APPLICANT.

APPLICANT shall maintain coverage and limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit, to apply separately to this event.

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the event. The COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to issuing the license. The COUNTY Risk Manager prior to the change taking effect must approve any changes to the deductibles or self-insured retentions.

APPLICANT shall provide the COUNTY with a certificate of insurance that identifies the COUNTY, its officers, agents, employees and volunteers as additional insured's.

NOTE: A certificate of insurance complying with the provisions stated above is not required with the outdoor festival license application, but must be furnished prior to the issuance of the license.

Name of Event

Applicant's name (printed)

Applicant's signature

Applicant's signature

Memorandum for:

Office of the Washoe County Clerk 1001 East 9<sup>th</sup> St. Bldg A – 1<sup>st</sup> Floor Reno, Nevada

Subject:

Waiver and Consent to Extend Mandated Public Hearing Date before the Washoe County Commission for Outdoor Festival License Application

Nevada Revised Statutes (NRS) 244.3544 and Washoe County Code (WCC) section 25.277 require the County Clerk to set a public hearing date before the Washoe County Board of County Commissioners for an outdoor festival license application no later than 30 days after the application is deemed complete and application fees are received. These two regulations also require that specific County agencies review the application and provide written reports to the Board of County Commissioners, to include recommendations on the license and conditions if appropriate.

The mandated review by County agencies on the license application is of utmost importance to both Washoe County and the applicant, to ensure that the festival is conducted in a manner that protects public health, safety and welfare. To this end, the undersigned license applicant agrees to waive the 30 day public hearing time limit imposed by NRS 244.3544 and WCC section 25.277.

As the undersigned license applicant, I agree to extend the required Board of County Commissioners public hearing date to occur no more than 90 days after the application is deemed complete and application fees are received, and no less than 15 days prior to the date when the outdoor festival is proposed to commence.

Attest:

License Applicant

Signature

Printed Name

Outdoor Festival Application

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[rgal Bay Vistors BNAV

# OUTDOOR FESTIVAL LICENSE (Outdoor Festivals)

#### **WASHOE COUNTY CODE CHAPTERS 25 & 110**

#### **EXTRACT FROM WASHOE COUNTY CODE CHAPTER 25**

25.013 Definitions. (extract, definitions for Outdoor Festivals only)

- 14. "Outdoor festival" means an assembly of more than 100 and less than 1000 persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.
- 15. "Outdoor festival" means an assembly of 1,000 or more persons on any 1 day of the event gathered together for any purpose, at any location, other than a permanent building or permanent installation that has been constructed for and will accommodate the number of persons gathered therein.

25.263 Definitions. As used in sections 25.263 to 25.305, inclusive:

- 1. The terms "outdoor festival" and "outdoor festival" have the meanings ascribed to them in section 25.013.
- 2. "Carnival" means a traveling business providing commercial entertainment consisting of sideshows, concessions, rides, games of chance, and other amusements. When held outdoors, a carnival is a type of outdoor festival or outdoor festival.
- 3. "Circus" means a traveling business providing commercial performances by acrobats, trained animals, clowns, jugglers, and others within a tent or arena. When held outdoors or in a tent, a circus is a type of outdoor festival or outdoor festival.
- 4. "Tent show" means a traveling business providing music, lectures, or entertainment in a tent, and is a type of outdoor festival or outdoor festival.
- [§4, Ord. No. 1099; A. Ord. No. 1138]
- 25.265 <u>License required for certain outdoor events.</u> In addition to complying with the general provisions of this chapter, a person must secure a license in accordance with sections 25.263 to 25.305, inclusive, to operate or conduct:
- 1. An outdoor festival including, without limitation, an outdoor circus, carnival, or other outdoor entertainment event for 1000 or more persons on any one (1) day of the event for which an outdoor festival license is required pursuant to sections 110.310.15 and 110.310.20 inclusive.
- 2. An outdoor festival. The license is in addition to any administrative permit granted pursuant to section 110.310.15.

[§5, Ord. No. 1099; A. Ord. Nos. 1138, 1260]

25.267 <u>License valid for one event only.</u> A license issued under sections 25.263 to 25.305 is valid only for the event authorized and not for any other event.

[§6, Ord. No. 1099]

25.269 Applicability. A person must secure a license under section 25.283 to conduct or operate any outdoor event listed in section 25.265 proposed to take place on public or private lands in the unincorporated area of Washoe County, except for lands managed by the Washoe County Parks Department and state, trust, tribal, and federal lands.

[§7, Ord. No. 1099]

- 25.271 <u>Unlawful acts.</u> It is unlawful for any licensee, employee, agent or person associated with a licensee to:
- 1. Unless authorized to do so by Washoe County, conduct, operate, participate in, or provide supplies or services to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to conduct, operate, participate in, or provide supplies or services to such an event for which a license has been suspended or revoked.
- 2. Except for advance ticket sales by mail or similar means, to sell tickets or admit persons to an event for which a license is required under section 25.265 for which a license has not been issued, or to continue to sell tickets or admit persons to such an event for which a license has been suspended or revoked.
- 3. Operate, conduct, or carry on an event for which a license is required under section 25.265 in such a manner as to create a nuisance.
- 4. Allow any person on the premises of an event for which a license has been issued under section 25.283 to cause or create a disturbance in, around or near any place of the event by offensive or disorderly conduct.
- 5. Knowingly allow any person to sell, consume or be in possession of intoxicating liquor while in a place of an event for which a license has been issued under section 25.283, except where such sale, consumption or possession is expressly authorized under chapters 25 and 30 and the laws of the State of Nevada.
- 6. Knowingly allow any person in, around, or near an event for which a license has been issued under section 25.283 to use, sell, or be in possession of any controlled substance or dangerous drug. [§8, Ord. No. 1099]

## 25.272 Outdoor festivals; license required; application; fees; approval or denial; revocation; unlawful acts.

- 1. The provisions of this section and the provisions of sections 25.010 to 25.445, inclusive, apply to an application for a license to hold an outdoor festival.
- 2. No outdoor festival shall be held or conducted unless the sponsor has first obtained a business license pursuant to this section. An outdoor festival with more than 300 and less than 1000 persons on any one (1) day of the event shall also obtain an administrative permit pursuant to section 110.310.20.
- 3. Application for a license to conduct an outdoor festival shall be made to the license division on forms designated by the license division and shall be accompanied by a nonrefundable application fee of \$50 and any other business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn. The application shall require the same information required under section 25.273. For those events requiring an administrative permit pursuant to section 2, the license application shall suffice for the administrative permit application and no additional fees are required for filing the administrative permit application.
- 4. The director of community development or the board of adjustment shall approve or deny the application. Grounds for denial are the same as those set forth in section 25.281 and notice thereof shall be made in accordance with section 25.279. Approval may include the imposition by the license division of any condition set forth in sections 25.289 to 25.305, inclusive.
- 5. The license may be suspended or revoked in the manner provided in section 25.287.
- 6. The acts declared unlawful in section 25.271 shall also be unlawful if done during or in conjunction with an outdoor festival.

[§165, Ord. No. 1138]

#### 25.273 Application and fee.

- 1. An application to conduct an event for which a license is required under section 25.265 must be made in writing to the license division on forms provided by the division. The license division must receive a complete application at least 90 days prior to commencement of the event. No application shall be processed until the application is deemed complete by the license division. Except as provided in subsection 4, the license application must be accompanied by:
- (a) A nonrefundable application fee of \$1,000 for a license required pursuant to subsection 1 of section 25.265, and

- (b) Any business license fees as set forth in this chapter, which may be refunded in accordance with this chapter if the application is denied or withdrawn.
- 2. The application shall contain:
- (a) The name, age, residence and mailing address of the person making the application. If the applicant is a partnership, the application must include the names and addresses of the partners, and the partners must join in the application as individual licensees. If the applicant is a corporation, the application must include a certified copy of the articles of incorporation and the names and addresses of the president, vice president, secretary and treasurer thereof, and these officers must join in the application as individual licensees.
- (b) A statement of the nature and purpose of the proposed event.
- (c) The address and assessor's parcel number or numbers of the place where the proposed event is to be conducted, operated, or carried on. The application must include proof of ownership of the place where the event is to be conducted or a statement signed by the owner indicating his consent for the site to be used for the proposed event.
- (d) The date or dates and the hours during which the event is to be conducted.
- (e) An estimate of the number of customers, spectators, participants and other persons expected to attend the event for each day it is conducted.
- (f) The names and addresses of anyone contributing, investing or having an expected financial interest greater than \$500 in producing the event.
- (g) The name and address of any person expected to provide, for consideration, services or activities ancillary to or in conjunction with the festival.
- (h) If other than the applicant, the name of a designated event representative who must be on the site of the event during the course of the event and who has authority to bind the applicant.
- (i) An event plan in accordance with section 25.275.
- (j) A statement covering the history of all similar events conducted, operated, or promoted by the applicant in any location including, at a minimum, event names, types, dates, locations, and permits issued.
- 3. After the application is submitted with required fees and deemed complete by the license division, the license division must:
- (a) Transmit one copy of the application and a copy of the receipt for the application fee to the county clerk; and
- (b) Promptly give notice of the application to the sheriff, the district health officer, and other local, regional, state, and federal officers as appropriate, with a request for written recommendations related to their official functions as to the granting of a license and the conditions thereof. The license division may establish a deadline by which recommendations must be received.
- 4. Upon written application from any executive officer of any local post or unit of any national organization of ex-servicemen, acting in his official capacity, a license shall be issued without charge for a tent show or circus for not to exceed 2 weeks in any calendar year, if the local post or unit is to participate in such show or the proceeds thereof.
- [§9, Ord. No. 1099; A. Ord. No. 1138]
- 25.275 Event plans. Each application submitted under section 25.273 must include fifteen copies of an event plan which must include:
- 1. A detailed explanation of the applicant's plans to provide security, fire protection, water supply, water facilities, sanitation facilities, medical facilities, medical services, vehicle parking, vehicle access, traffic control and, if the event will operate after dark or if persons will remain overnight, illumination and camping facilities.
- 2. Provisions and a cost estimate for cleaning up the premises and removing rubbish after the event.
- 3. A site plan showing the arrangement of all facilities, including those for egress, ingress, parking, and camping.
- [§10, Ord. No. 1099]

#### 25.276 Investigation.

- 1. Upon receiving the notice of the application as provided for in subsection 3(b) of section 25.273, the sheriff shall conduct a criminal history background check of the applicants in accordance with section 25.023 to determine whether cause for denial exists. The reasonable costs of the investigation shall be the responsibility of the applicant and shall be paid to the sheriff in advance.
- 2. The sheriff shall also conduct an investigation of the history of similar events operated, conducted, or promoted by the applicant to determine the truthfulness of the facts submitted by the applicant and to determine whether those events would have met the standards for outdoor festivals set forth in sections 25.263 to 25.305, inclusive.
- 3. For a second or subsequent application by an applicant, and provided that the applicant, owner, officer and/or director have not changed, the license division or the sheriff may waive the requirements of subsection 2 of this section and modify the requirements of subsection 1 of this section as follows:
- (a) At the discretion of the Sheriff, a criminal history records check need not be processed in accordance with section 25.023, but the Sheriff shall review local police records including, without limitation, wants and warrants to determine whether cause for denial exists.

[§168, Ord. No. 1138; A. Ord. No. 1383]

- 25.277 Review procedures: Events for 1,000 or more persons. After an application for an event listed in subsection 1 of section 25.265 is submitted with required fees and deemed complete by the license division:
- 1. The license division must consult with the county clerk and set the application for public hearing at a regular meeting of the board to occur not more than 30 days after the application is deemed complete.
- 2. At least 10 days in advance of the hearing, the license division must give notice of the public hearing to the applicant and to affected property owners in the manner set forth in section 110.810.25 for special use permits.
- 3. Based upon the testimony of witnesses, the evidence presented at the hearing, and the report of the license division, the board must approve the issuance of a license with conditions or deny the application. The board may continue a decision on the application to its next regularly scheduled meeting.
- 4. If the board denies the application, the license division shall mail written notice of denial to the applicant within 5 working days of the denial. The notice must include a statement of the reasons the application was denied.

[§11, Ord. No. 1099; A. Ord. No. 1138]

25.279 Review procedures: Events for more than 100 but less than 1,000 persons. After an application for an event listed in subsection 2 of section 25.265 is submitted with required fees and deemed complete by the license division, the license division must review the application, following substantially the same procedures set forth in sections 110.808.30 to 110.808.45, inclusive, for administrative permits. The director of community development or, where applicable, the board of adjustment must approve the issuance of a license with conditions or deny the application.

[§12, Ord. No. 1099; A. Ord. No. 1138]

- 25.281 <u>Grounds for denial.</u> The board, the board of adjustment or the director of community development may deny issuance of a license for any of the following reasons:
- 1. The proposed event will be conducted in a manner or location not meeting the health, zoning, fire, building or safety standards established by Washoe County or state law.
- 2. The applicant has knowingly made a false, misleading, or fraudulent statement of material fact in the application for a license or in any other document required pursuant to sections 25.263 to 25.305, inclusive.
- 3. The applicant or any person connected or associated with the applicant as partner, director, officer, associate or manager, or having a financial interest as described in subsection 2(f) of section 25.273 has previously conducted or been interested in the type of event for which a license is being applied for which resulted in the creation of a public or private nuisance.
- 4. The applicant or any person associated with the applicant as a partner, director, or officer has been convicted within the past ten (10) years of any of the following crimes:

- (a) Involving the presentation, exhibition or performance of an obscene production, motion picture or place, or of selling obscene matter;
- (b) Involving lewd conduct;
- (c) Involving the use of force and violence upon the person of another;
- (d) Involving misconduct with children; or
- (e) Involving illegal use of controlled substances or dangerous drugs.
- 5. The applicant or any person associated with the applicant as a partner, director, or officer has a history of conducting similar events that would not meet the standards established in sections 25.263 to 25.305, inclusive.
- [§13, Ord. No. 1099; A. Ord. No. 1138]

#### 25.283 Issuance of license, posting, fee.

- 1. To make a determination that the conditions of license approval have been met, the license division must receive from the applicant proof of compliance with each condition imposed under section 25.277 or 25.279. Such proof must:
- (a) Include executed contracts or agreements with all providers of required services and facilities, or other evidence approved by the director of community development;
- (b) Where the sheriff, district health officer, director of community development, fire chief, or other officer has determined the condition, include the written approval or acknowledgement of that person; and
- (c) Be received by the license division at least 5 working days prior to commencement of the event.
- 2. Upon a determination by the license division that the conditions of license approval have been met, and that all applicable fees and deposits have been paid, the license division must issue a license specifying the name and address of the licensee, the kind of festival licensed, and the dates and hours for which operation is authorized. The licensee must post the license in a conspicuous place upon the premises were the event is conducted.
- 3. The board hereby delegates to the director of community development the authority to determine whether an applicant has met the conditions of license approval. The applicant or his agent may appeal a decision of the director under this subsection in substantially the same manner as set forth in section 110.808.45 for administrative permits.
- [§14, Ord. No. 1099]
- 25.285 <u>Revocation of license</u>: <u>Cause.</u> The board may revoke or further condition any license issued pursuant to section 25.283 when any of the following causes exists:
- 1. The licensee fails to pay to the license division any of the fees or deposits required under sections 25.263 to 25.305, inclusive.
- 2. The licensee, his employee or agent fails to fulfill any of the conditions of approval or to maintain required facilities pursuant to sections 25.263 to 25.305, inclusive, or to comply with any provision of any contract for police protection or other services.
- 3. The licensee allows the event to be conducted in a manner that violates any law or regulation established by Washoe County or the State of Nevada.
- 4. The licensee allows the festival to be conducted in a disorderly manner or knowingly allows any person to remain on the premises of the event while under the influence of intoxicating liquor or any controlled substance or dangerous drug.
- 5. The licensee, his employee or agent is convicted of any of the offenses enumerated under subsection 4 of section 25.281.
- 6. The licensee fails to provide the required number of facilities or personnel by reason of admitting persons in excess of the number estimated in the application.
- [§15, Ord. No. 1099]

#### 25.287 Suspension and revocation of outdoor festival or outdoor festival license: Procedures.

1. Whenever the continued operation of the event constitutes an imminent threat to the public health or safety, a license issued under section 25.283 is subject to immediate suspension by the license division, sheriff, chief of the responsible fire protection agency, or district health officer as set forth in this section.

A license issued under section 25.283 is also subject to immediate suspension by the license division or sheriff when any of the causes listed in section 25.285 exist.

- 2. Any person may file with the license division, sheriff, chief of the responsible fire protection agency, or district health officer a petition for suspension or revocation of the license of any licensee.
- 3. Whether initiated by petition or otherwise, the procedures for suspension and revocation shall be those set forth in sections 25.0380 through 25.0387, inclusive, except as follows:
- (a) The causes for revocation are set forth in 25.285; and
- (b) The license division may modify the time schedules set forth in subsections 4 and 6 of section 25.0381 if the event is scheduled to commence before the hearing would be held, or request a special hearing pursuant to NRS 244.090 if the event has not commenced and reasonable notice is possible. [§16, Ord. No. 1099; A. Ord. No. 1138, 1336]

#### 25.289 Licensing conditions: Generally.

- 1. For an event for which a license is required under section 25.265, the board, the board of zoning adjustment, or the director of community development must establish conditions that must be met prior to the issuance of a license.
- 2. Conditions imposed under subsection 1 of this section shall be imposed pursuant to Washoe County's general police power as necessary under all the circumstances for the protection of the health, welfare, safety and property of local residents and persons attending festivals in the county, and may include, without limitation, the conditions specified in sections 25.291 to 25.305, inclusive.
- 3. The licensee must meet conditions imposed under this section at the licensee's expense. [§17, Ord. No. 1099; A. Ord. No. 1138]
- 25.291 <u>Licensing conditions</u>: <u>Police protection</u>. A licensee must employ sheriff's deputies or other police protection, to include private security firms or agencies, as necessary for the public health, safety, and welfare. The sheriff shall determine the numbers and types of officers or security personnel necessary to preserve order and protect persons and property in and around the place of the festival. [§18, Ord. No. 1099]

#### 25.293 Licensing conditions: Food, water, sanitation, garbage disposal, and medical services.

- 1. A licensee must provide on the premises of the festival as necessary for the public health, safety, and welfare:
- (a) An ample supply of potable water for drinking and sanitation purposes:
- (b) A minimum supply of water meeting federal government standards:
- (c) Except as provided in subsection 3 of this section, flush-type water closets, lavatories and drinking facilities, and related sewage and drainage systems;
- (d) Food concessions or facilities to feed adequately the number of persons expected to attend, considering the event's location, expected attendance, access to and capacity of existing facilities, and distance from public eating places or like establishments;
- (e) Sanitation facilities for the sole use of employees of the food concessions or operations;
- (f) Trash receptacles;
- (g) Removal of trash and refuse;
- (h) Emergency medical treatment facilities; doctors, nurses, and other aides needed to staff such facilities; and medical supplies, drugs, ambulances and other equipment, considering the expected attendance, expected ages of attendees, duration of planned events, possibility of exposure to inclement weather and outdoor elements, and availability of other facilities; and
- (i) Traffic lanes and other adequate space designated and kept open for access and travel of ambulances, helicopters, and other emergency vehicles to transport patients or staff to appropriate treatment facilities.
- 2. The district health officer shall determine the types, amounts, numbers, locations, and required quality of supplies, facilities, and services required under subsection 1 of this section.
- 3. Where flush-type water closets cannot be made available for the persons in attendance, the district health officer may allow the use of portable chemical toilets, which shall be emptied and recharged as necessary pursuant to procedures established by the district health officer. [§19, Ord. No. 1099]

#### 25.295 Licensing conditions: Access, traffic, parking, camping, and illumination.

- 1. A licensee must provide on the premises of the festival as necessary to protect the public health, safety, and welfare:
- (a) Adequate parking space for persons attending by motor vehicle;
- (b) Adequate ingress and egress to festival premises and parking areas, including necessary roads, driveways, and entranceways to insure the orderly flow of traffic into the premises from a road that is part of or connects with a state or county highway;
- (c) An adequate access way for fire equipment, ambulances, and other emergency vehicles;
- (d) Traffic guards under the employ of the licensee to insure orderly traffic movement and relieve traffic congestion in the vicinity of the event;
- (e) Camping facilities and overnight areas, if necessary, that meet all applicable county and state requirements; and
- (f) Electric illumination of occupied areas, if a licensee will conduct an event after dark or allow persons to remain on the premises after dark.
- 2. For the purposes of this section, "adequate parking space for persons attending by motor vehicle" means a separate parking space for every two persons expected to attend by motor vehicle, individually and clearly marked, and not less than 12 feet wide and 20 feet long.
- 3. The director of community development shall consult with the director of public works and the county building officer, and shall determine the necessary parking, ingress, egress, access, traffic, camping, overnight, and illumination facilities and services required under subsection 1 of this section. [§20, Ord. No. 1099]
- 25.297 <u>Licensing conditions</u>: Hours of operation. A license issued under section 25.283 must include as a condition the dates and hours of event operation approved by the board, the board of adjustment, or the director of community development.

  [§21, Ord. No. 1099]

#### 25.299 Licensing conditions: Fire protection.

- 1. A licensee must provide adequate fire protection, first aid equipment, and fire extinguishing equipment to protect the public health, safety, and welfare. If the event is to be conducted in a hazardous area as determined by the chief or chiefs of the responsible fire protection agency or agencies, considering all relevant factors, including without limitation the event location and nature, the nature of the surrounding area, and probable weather conditions, a licensee must employ fire guards and must remove flammable vegetation and other fire hazards.
- 2. The chief or chiefs of the responsible fire protection agency or agencies:
- (a) Shall determine the necessary numbers and types of equipment and personnel required under subsection 1 of this section;
- (b) May determine that an event is proposed in a hazardous fire area;
- (c) Shall approve the suitability of fire guards required to be employed by the licensee; and
- (d) Shall determine the manner and quantity of flammable vegetation and other fire hazards that must be removed.

[§22, Ord. No. 1099]

25.301 <u>Licensing conditions</u>: Financial ability to meet conditions. A licensee must provide proof of the financial ability of the applicants to meet the conditions of the license. [§23, Ord. No. 1099]

#### 25.303 Licensing conditions: Indemnification and insurance.

1. A licensee must indemnify, hold harmless, and defend the county, its agents, officers, servants and employees and the board, and any other public agencies involved, and their agents, officers, servants and employees, from and against any and all losses, injuries, or damages of any nature whatsoever arising out of, or in any way connected with such event, except such losses, injuries, or damages arising out of the sole negligence of the county or any other public agency involved.

- 2. A licensee must purchase and provide evidence of insurance coverage in an amount based on the liability exposure or potential losses created by the event.
- 3. The county risk manager shall determine the form, amount and type of evidence of insurance coverage required under subsection 2 of this section. [§24, Ord. No. 1099]

#### 25.305 Licensing conditions: Performance security.

- 1. A licensee must post a performance security in the form of surety bond, letter of credit, certificate of deposit, cash bond in favor of the county, or other instrument approved by the district attorney. The amount of the security shall be adequate to cover the costs of fulfilling specified conditions of license approval including, without limitation, the costs of removing debris, trash or other waste from, in and around the premises of the event.
- 2. As soon as practicable after completion of the event for which a license is issued under section 25.283, the license division shall inspect the event site and determine whether conditions of approval for which the licensee posted a performance security have been fulfilled.
- 3. If the license division determines that the conditions of license approval for which the licensee posted a performance security have been fulfilled, the division must promptly cause the release of the security. If the license division determines that the conditions of approval for which the licensee posted a performance security have not been fulfilled, the license division shall recommend to the district attorney that the security be forfeited and used to achieve compliance.
- 4. The license division shall determine the type and amount of performance security required under subsection 1 of this section.

[§25, Ord. No. 1099; A Ord. No. 1275]

#### **EXTRACT FROM WASHOE COUNTY CODE CHAPTER 110**

<u>Section 110.310.15</u> Allowed Temporary Uses and Structures. Temporary uses and structures shall be subject to all the regulations as would be applied to a permanent principal or accessory use located in the same regulatory zone, except as otherwise provided by the regulations of this article. The following temporary uses and structures shall be allowed as specified by the provisions of this section and Chapter 25 of the Washoe County Code. The duration and frequency of temporary uses is established in this section and Chapter 25 of Washoe County Code. The Director of Community Development may impose additional restrictions on the frequency and duration of a temporary use.

- (a) through (c) omitted
- (d) <u>Circuses, Carnivals and Other Outdoor Entertainment Events.</u> Excluding activities and events occurring in a permanent entertainment facility, the temporary provision of games, eating and drinking facilities, live entertainment, animal exhibitions, or other similar activities in a tent or other temporary structure. Section 110.310.20, Circuses, Carnivals or Other Outdoor Entertainment Events, provides additional regulations.
- (e) through (o) omitted

Section 110.310.20 Circuses, Carnivals or Other Outdoor Entertainment Events. A circus, carnival or other outdoor entertainment event may be permitted in all regulatory zones for a period not to exceed ten (10) days. Adequate parking and restroom facilities shall be provided for the expected attendance. An event that will have a combination of between three hundred (300) and nine hundred ninety-nine (999) participants and spectators on any one (1) day of the event shall obtain an administrative permit prior to the event. An administrative permit or outdoor festival license shall not be required for events held at or in facilities designed for such events. These facilities include auditoriums, convention facilities, stadiums and parks, but does not extend to ancillary support areas, such as parking lots, if the event is to be held on or in those ancillary support facilities. An event that will have a combination of more than one thousand (1,000) participants and spectators on any one (1) day of the event shall obtain an outdoor festival license as specified in Chapter 25 of the Washoe County Code, instead of an administrative permit.



# Key Personnel Contact List

# Incline Village Crystal Bay SkyShow Coalition Key Personnel List (Updated 3/31/22)

Name	Affilition	Phone Number	Email
Mike Young	Incline Community Business Assocation	(775) 771-2391	myoung@chaseinternational com
Blane Johnson	Incline Community Business Assocation	(775) 750-7789	blane@sunbearrealty.com
Andy Chapman	Incline Village Crystal Bay Visitors Bureau, CEO	(530) 448-9992	andy@gotahoe.com
Michael Murphy	Hyatt Regency Lake Tahoe, General Manager	(802) 358-7089	michael murphy@hyatt.com
Indra Wiquest	Incline Village General Improvement District, Director	(775) 745-7591	isw@ivgid org
Greg Long	Incline Village Crystal Bay Visitors Bureau, Operations Director	(530) 318-2884	greg@gotahoe.com
Claudia Anderson	Parasol Tahoe Community Foundation, Executive Director	(775) 298-0187	claudiaa@parasol.org
Chris Lutts	Verge Euro Drone Shows	(513) 500-5400	chrisl@vergeaero.com



# Verge Euro Drone Contract



#### Quotation

Customer:

Incline Village Crystal Bay Visitors

Quote Number:

2073

Bureau

969 Tahoe Blvd

Date:

24 Jan 2022

Incline Village, NV 89451

**Quote Expires:** 

27 Jan 2022

Show Date:

July 4, 2022

Location:

Incline Park – Field 2 939 Southwood Blvd,

Incline Village, NV 89451

#### **Drone Show Description**

Verge will provide a 2 x 200-unit drone shows operating for up to 10 mins. Both shows will be same location, same content, same day. Battery Change between shows. Show times, 9PM and 10:30PM

(Times Are APPRIXIMAL)

#### Cost

Drones \$110,000
Creative Services Included
Production (lodging, travel, freight, etc) Included
Total \$110,000





#### **AGREEMENT**

This Agreement ("Agreement") is for the supply of a Drone Show described on the Quotation page of this document. This Agreement is between the customer identified on the Quotation page ("Customer") and Verge Inc. ("Verge"), a Delaware, USA, corporation. Both parties acknowledge that this Agreement consists of the terms written on all pages of this document.

#### **VERGE RESPONSIBILITIES**

Verge agrees to:

- Design and safely operate a Drone Show on the Show Date at the location specified in Exhibit B ("Location").
- Create content for the Drone Show, subject to the capabilities of the equipment.
- Secure all authorizations required by the FAA for flights in the USA.

#### **CUSTOMER RESPONSIBILITIES**

Customer agrees to provide the items specified in Appendix A ("Responsible Items") and understands that the Responsible Items are essential for show operation. Failure to deliver any one may result in show cancellation.

#### TERMS OF PAYMENT

A 50% deposit is due upon accepting this quotation. The balance becomes due 30 days prior to the Show Date. In the event that the initial show date is less than 30 days in advance, payment in full is required at the time of acceptance. Payment should be sent directly to the following bank account:

Wells Fargo Bank

420 Montgomery Street, San Francisco CA 94104 SWIFT: WFBIUS6S

Wire Transfer Routing Number: 121000248

ACH Routing Number: 031000503

Verge Inc

3401 Grays Ferry Ave, Philadelphia, PA 19146

Account number: 2962444309

#### **INSURANCE**

Verge holds a \$5,000,000 aviation liability insurance policy issued by Global Aerospace, Inc.

#### **FEES AND TAXES**

Price quoted excludes taxes. Customer is responsible for paying all government fees, taxes, withholding taxes, duties, VAT, etc that arise from the Drone Show, importation and use of the equipment at the show location, or any other aspect of the Drone Show.

#### SHOW SAFETY, WEATHER, GPS, AND COMMUNICATION

The Pilot in Command (PIC) is the ultimate authority regarding flight safety. Verge will only operate a show under safe conditions. Shows cannot be operated in precipitation or winds in excess of 23 miles per hour. Occasionally, drone sensors detect abnormalities and for safety reasons the flight controller may instruct affected drones to land or not takeoff. It is possible that all drones may not participate in a show. Verge supplies spare drones in order to maximize the number of drones available for flight.

A stable electromagnetic environment is critical to successful Drone Show operation. Show operations require a strong and clear GPS signal, a clear radio communication frequency (902-928MHz in North America), and no magnetic field anomalies. Without them, the Drone Show will be cancelled.

Customer initials:



#### CANCELLATION

Any cancellation of Verge's services is subject to a cancellation charge. All cancellations shall be in writing and shall not be effective until received by Verge. A charge equal to 25% of the estimated total invoice will be in effect if cancellation is made more than 30 days prior to the Show Date. No refunds are made for cancellations due to weather, PIC safety concerns, electromagnetic interference, failure of Customer to deliver Responsible Items, or less than 30 days prior to Show Date under any circumstances.

Should adverse weather conditions or government imposed pandemic restrictions result in a show cancellation, Verge will work with Customer to reschedule the Drone Show to a mutually acceptable date. There will be no extra charge except for any additional direct expenses (travel, etc) incurred by Verge due to the change in Show Date.

#### LIMITATION OF WARRANTY AND LIABILITY

Verge shall not be liable for any loss or damage of any kind whatsoever due to delay or failure of performance caused directly or indirectly by an act of God, strike, lockouts and labor disputes of any kind or description, fire, failure of transportation, inability to obtain the services of others, the failure of others to deliver services or facilities, the failure of machinery or equipment, any matter beyond Verge's control, malfeasance or nonfeasance by Verge's employees, agents or contractors, and all other causes whatsoever. Further, Verge shall not be responsible for any direct or indirect damage or loss and any consequential losses of any type or description of the Customer. THE PROVISIONS HEREIN ARE ACCEPTED IN LIEU OF ALL OTHER LIABILITY, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE EXPRESS WRITTEN PROVISIONS HEREOF.

#### CHOICE OF LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania. In the event of litigation, the place of venue shall be in the City of Philadelphia in the State of Pennsylvania.

#### **ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreements between the parties hereto respecting the within subject matter, and there are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement

Accepted by Customer:		On behalf of Verge Inc.:
Signature	Prelia Villace Cly Yall Boy LCB Company	Cianatura
Andychaionan	7-1-22	Signature
Presidet/CRO	Date	Name Verge Inc.
Title		



#### Appendix A

#### **Customer Responsibilities**

- A secure, dedicated Take Off and Landing Zone (TOLZ) for the drones. All spectators and non-flight crew personnel must always remain a minimum of 100 feet away from any drone.
- A secure Flight Operations Area (FOA) which includes the area in which Drone Show occurs along with a surrounding Safety Zone. SZ dimensions are determined by the altitude at which the drones fly; the exact location and dimensions of the FOA and SZ are to be agreed in advance by Verge and Customer. Only flight crew personnel are allowed in the FOA and SZ during flight. Customer is responsible for establishing and maintaining a secure perimeter for the FOA and SZ.
- A site plan showing location of spectators and FOA options no later than 30 days prior to Show Date.
- Final approval of show site layout and show time one week prior to the Drone Show.
- Final approval of show content no later than 48 hours prior to the Drone Show.
- Full access to show site at least six hours prior to show time.
- Any necessary local authorization or permits.
- Any necessary visas, work permits, or entry documents.
- Authorization for use of any logos or images used in the Drone Show.
- Power at the TOLZ for operating radio and control equipment during flights.
- High speed internet at the TOLZ.
- A secure storage area for the drones when not in use.
- A secure, temperature-controlled room with power for charging batteries and 24 hour access for Verge personnel.
- Labor to assist with battery charging, unpacking, preparing, and packing drones. 1 person per 50 drones
- If the TOLZ is on a grass surface, ensure that the grass is cut to a level so that the blades are no more than two inches off the ground.



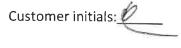


## Appendix B

#### Location

We will need to define and map safety zone before we sign, site survey required.







# **Laser Show Contract**

#### **GENERAL SERVICE AGREEMENT**

THIS GENERAL SERVICE AGREEMENT (the "AgMarch,2022	greement") is dated this30th day of
CLIENT	CONTRACTOR
Incline Village Crystal Bay Visitors Bureau	Summit Creative LLC
969 Tahoe Blvd, Incline Village (the "Client")	13045B donner pass rd, Truckee CA 96161
,	(the "Contractor")

#### **BACKGROUND**

- **A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- **B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **SERVICES PROVIDED**

- 1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
- Contractor will provide four 22W RGB lasers + four 5.5W lasers + additional site lighting for 4th of July event in Incline village.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

#### TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

#### **PERFORMANCE**

**4.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect,

#### **CURRENCY**

**5.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

#### **COMPENSATION**

- **6.** The Contractor will charge the Client a flat fee of \$6,000.00 for the Services (the "Compensation").
- 7. The Contractor will invoice the Client when the Services are complete.
- 8. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
- **9.** The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

#### TRADE SECRETS

- 10. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of that Trade Secret could be reasonably expected to cause harm to the Client.
- **11.** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

#### OWNERSHIP OF INTELLECTUAL PROPERTY

- **12.** All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- **13.** Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

#### **RETURN OF PROPERTY**

**14.** Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

#### CAPACITY/INDEPENDENT CONTRACTOR

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

#### RIGHT OF SUBSTITUTION

- **16.** Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
- 17. In the event that the Contractor hires a sub-contractor:
  - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
  - for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

#### **AUTONOMY**

18. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

#### **EQUIPMENT**

19. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

#### NO EXCLUSIVITY

**20.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

#### NOTICE

- **21.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
  - GoTahoeNorth
     969 Tahoe Blvd, Incline Village
  - Summit Creative LLC
     13045B donner pass rd, Truckee CA 96161

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **INDEMNIFICATION**

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### MODIFICATION OF AGREEMENT

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### TIME OF THE ESSENCE

**24.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

**25.** The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

26. It is agreed that there is no representation, warranty, collateral agreement or condition affecting

this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

**27.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### TITLES/HEADINGS

**28.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

**29.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **GOVERNING LAW**

**30.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

#### **SEVERABILITY**

**31.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **WAIVER**

**32.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNE	SS WHERE	<b>OF</b> the Parties	s have duly a	affixed their signatures ur	nder hand and	seal on this
30th	day of	Mach,	2022			
				GoTahoeNorth Per: Officer's Name:		_ (Seal)
				Summit Creative LLC Per: Officer's Name:Gar	03-10-1022	_ (Seal)

quantity available         price per unit           4         \$750/day           4         \$100/day           18         \$20/day           N/A         \$7/ft           quantity         price           4         \$1,200           4         \$1,200           40ft         \$280           4         \$3.00           4         \$3.00           4         \$3.00           4         \$3.00           4         \$3.00           4         \$3.00           4         \$3.00           4         \$3.50           N/A         \$3.50           Discount         \$6           Grand Total         \$6																	\$6,455	\$455	\$6,000
quantity available  8 4 4 4 4 4 4 4 4 4 4 4 4 4 4 6 Ay rate day rate day rate M/A N/A N/A	price per unit	\$750/day	\$300/day	\$100/day	\$20/day	\$7/ft	price	\$3,000	\$1,200	\$300	\$280	\$400	\$500	\$350	\$350	\$75			
	quantity available	8	4	4	18	N/A	dnantity	4	4	15	40ft	4	day rate	day rate	N/A	N/A			



March 15, 2022

Garren Johnson Summit Creative LLC 13045B Donner Pass Road, Truckee, California 96161

Re: FDA Docket Number: FDA-2022-V-0269

Accession Number: 22A0055

#### Dear Garren Johnson:

The Center for Devices and Radiological Health (CDRH) is approving, in accordance with 21 CFR 1010.4(c)(1), the petition of Summit Creative LLC ("the firm"), dated February 10, 2022, for a variance from 21 CFR 1040.11(c) of the performance standard for laser products.

This variance will allow the introduction into commerce of the laser light show products described in Section D below.

#### A. Variance Number

FDA-2022-V-0269

#### **B.** Effective Date

This variance shall become effective on the date of this letter in accordance with 21 CFR 1010.4(c)(1).

#### C. Termination Date

This variance shall be terminated on December 31, 2022, unless extended by the submission of an annual report, as required by 21 CFR 1002.13. Only upon submission of an annual report, this variance shall be extended for one year at a time, effective December 31 each year.

#### D. Product(s) for Which Variance is Granted

This variance is granted for the Class IIIb (3B) and IV (4) laser light shows assembled and produced by the firm that incorporate any Class IIIb (3B) and/or IV (4) laser projector that has been reported to CDRH and certified by the manufacturer under an appropriate CDRH approved variance, except:

- 1. Projection systems designed or intended to produce visible effects by means of invisible laser emissions, or
- 2. Projection systems designed or intended to produce audience scanning effects.

The firm's laser light shows may be presented in planetariums or other domed structures, theaters, hotel meeting rooms and ballrooms, store displays, trade shows and conventions, nightclubs, pavilions, indoor and outdoor arenas, museums and outdoor unenclosed areas.

The effects employed may be front and rear screen projections, refractive and diffractive effects, multiple reflections, and the use of fog, smoke or other scattering enhancing material. All laser effects must terminate on a nearby, non-reflective surface, unless a letter of no objection is obtained from FAA (see Attachment B).

#### E. Provisions From Which Variance is Granted

This variance is granted from 21 CFR 1040.11(c) of the performance standard for laser products which requires that each demonstration laser product shall not permit human access to laser radiation in excess of the accessible emission limits of Class IIIa (3R).

All other provisions of the applicable performance standard(s) remain applicable to the product.

### F. Conditions Under Which Variance is Granted

In lieu of the requirement referred to in Item E above, the conditions as specified below in Variance Attachment A and Variance Attachment B shall apply to the products manufactured under this variance and to the shows assembled and produced under this variance.

#### G. Basis for Approval of Variance

In accordance with 21 CFR 1010.4(a)(2), it has been determined that the product is required to perform a necessary function or is intended for a special purpose which cannot be performed or accomplished with equipment meeting the requirements referred to in Section E. Suitable means of radiation safety and protection will be provided by constraints on the physical and optical design, and by warnings in the user/purchaser information.

#### H. Certification Label

The certification label required by 21 CFR 1010.2 shall be modified in accordance with 21 CFR 1010.4(d) to state:

This product is in conformity with performance standards for laser products under 21 CFR 1040, except with respect to those characteristics authorized by Variance Number FDA-2022-V-0269 effective on the date of this letter.

This variance action will be posted to the Docket associated with your variance request and made available for public view online at www.regulations.gov. The variance will remain in effect until the termination date unless the variance is amended or withdrawn, or the provisions of the standard from which the variance is granted are amended before the termination date.

Should you have any questions or comments pertaining to this letter, please contact Indraneel Samanta by email at indraneel.samanta@fda.hhs.gov or by telephone at (240) 402-7532. In any follow-up correspondence, please clearly reference FDA Variance Number FDA-2022-V-0269 and include a contact email address.

Sincerely,

for

Thalia T. Mills Ph.D.

Director

Division of Radiological Health

OHT7: Office of In Vitro Diagnostics and Radiological Health

Office of Product Evaluation and Quality Center for Devices and Radiological Health

cc: FDA Dockets Management Staff, Docket Number FDA-2022-V-0269

Enclosures: Attachments A and B

#### Variance Attachment A

- 1. This variance is not transferable to any other firm or person and applies only to the specific products identified in Section D of the variance.
- 2. All laser products, systems, shows, and projectors shall be certified to comply with applicable requirements of 21 CFR 1040.10 and the conditions of this variance and be reported as required by 21 CFR 1002.10 and 1002.11 using the reporting guides provided for such purpose. These actions shall be accomplished prior to any introduction into commerce.
- 3. The annual report required by 21 CFR 1002.13 shall be submitted by September 1st of the current year as a condition for renewal of this variance effective December 31st following the due date of the annual report. [Note, firms granted a new variance after June 30th do not have an annual report required in the year of issuance, but will have an annual report required in subsequent years.]
  - The annual report shall include a list identifying all laser light show projectors used in shows by your firm during the reported year. The list shall include manufacturer, model designation, and accession number under which each projector was reported.
- 4. Effects not specifically indicated in this variance approval shall not be performed. Any additional effects require the submission of an amendment request (using Form 3147 or in accordance with 21 CFR 1010.4) and the filing of product reports or supplements as applicable.
- 5. Laser projection systems and light shows manufactured, assembled, produced, or distributed under this variance shall not be transferred to any other party until the recipient has demonstrated that they have a variance, as required, in effect that permits them to produce certified laser light shows incorporating these laser projection systems. A notation of the recipient's variance number and its effective date, as applicable, shall be entered and retained in the records of compliance test results required by 21 CFR 1002.30.
- 6. Scanning, projection, or reflection of laser and collateral radiation (light show radiation) into audience or other accessible, uncontrolled areas shall not be permitted at any point except for diffuse reflections produced by the atmosphere, added atmospheric scattering media, and target screens.
- 7. Access to radiation levels in excess of the limits of Class I (1) by any person other than operators, performers, or employees shall not be permitted at any point less than 3.0 meters above any surface upon which such persons are permitted to stand or 2.5 meters below or in lateral separation from any place where such persons are permitted.

Operators, performers, and employees shall not be required or allowed to view radiation above the limits of Class I (1) or be exposed to radiation above the limits of Class II (2).

- 8. All laser light shows shall be under the direct and personal control of a trained, competent operator(s). The operator(s) shall:
  - a) Be an employee of the variance holder who shall be responsible for the training and conduct of the operator;
  - b) Be located where all propagating beam paths, their terminations, and the audience can be directly observed at all times;
  - c) Be in communication with personnel assisting in surveillance of the laser display;
  - d) Immediately terminate (or designate the termination) of the emission of light show radiation in the event of any unsafe condition and, for open air shows, at the request of any air traffic control officials; and
  - e) Ensure one or more readily accessible controls are provided to immediately terminate laser radiation.
- 9. The maximum laser projector output power shall not exceed the level required to obtain the intended effects.
- 10. The projection system (i.e., the projector and all other components used to produce the lighting effects) shall be securely mounted or immobilized to prevent unintended movement or misalignment. In addition:
  - a) Electronic controls and circuits shall be adequately shielded to prevent electromagnetic sources (e.g., walkie-talkies, headset radios, wireless microphones, cellular telephones, etc.) in the vicinity of the projector, its active projection heads, and control system(s) from causing the laser emissions to be misdirected from their intended target area.
  - b) Beam masking to prevent projections into prohibited areas or directions or overfilling of screens, beam stops, targets, etc. shall be incorporated as an inherent part of the system design. Such devices may be adjustable if the system's intended use environment requires such capability.
- 11. In addition to the requirements of 21 CFR 1040.10(h), the manufacturer of laser projectors/systems shall provide to parties who purchase, lease, or borrow the equipment, adequate user's instructions for safe installation and operation. These instructions shall also explain the responsibility of the recipient as an independent light show manufacturer to submit the required reports and apply for and obtain a variance from the Center for Devices and Radiological Health (CDRH) prior to the introduction into commerce of any laser light shows.

12. The requirements of 21 CFR 1002.30(a)(1) and (2) shall be accomplished through the use of written procedures for setup, alignment, testing, and performance of each show. These procedures shall be in sufficient detail to ensure compliance with 21 CFR 1040.10, the conditions of this variance, emergency shutdown requirements, and the control of access to radiation areas using the procedures described in the ANSI Z136.1:2007 Standard For The Safe Use of Lasers (available from The Laser Institute of America, 1242 Research Parkway, Suite 130, Orlando, Florida 32826, https://www.lia.org/) or any other equivalent user consensus standard and, where applicable, State or local requirements.

Laser radiation areas which can contain radiation levels above Class I (1) or II (2) as applicable, shall be clearly identified by the posting of warning signs and/or restricting access through physical means (such as pressure switches, photocells, barriers, guards, etc.). These requirements apply to temporary areas (such as during setup and alignment procedures) and to final or permanent areas.

The variance holder shall retain the records of these procedures and the results of all tests as required by 21 CFR 1002.31. A copy of the variance application, the approval letter, Laser Notice 55, the most recent annual report, CDRH acknowledgment of receipt for the annual report, current procedures, and records relating to each particular show shall be with the operator or other responsible individual and shall be made available for inspection by FDA and other responsible authorities.

- 13. The firm or person to whom this variance is issued shall maintain complete records of all show itineraries with dates, locations, operator name, and contact information clearly and completely identified. Records shall contain the specific equipment used, a basic description of proposed effects and a statement of the maximum power output used. These records shall be available to the FDA upon request.
- 14. Advance written notification shall be made as early as possible to appropriate Federal, State, and local authorities providing show itinerary with dates and locations clearly and completely identified, and a basic description of proposed effects including a statement of the maximum power output intended. Such notifications shall be made, but not necessarily be limited, to:
  - a) The Federal Aviation Administration (FAA) and the Department of Defense (DOD) for any unterminated projections into open airspace at any time (i.e., including setup, alignment, rehearsals, performances, etc.). If the FAA or DOD objects to any laser effects, the objections shall be resolved, and any conditions requested by FAA and DOD will be adhered to. If these conditions cannot be met, the objectionable effects shall be deleted from the show.
  - b) State and local radiation control offices/agencies for all shows to be performed within their jurisdictions. All requirements of State and local law shall be satisfied, and any objections raised by local authorities shall be resolved or the effects deleted.

#### Variance Attachment B

This attachment provides information to assist when notifying the Federal Aviation Administration (FAA) and State radiation control authorities of proposed outdoor laser light shows (demonstrations) as required by Condition #15 in Variance Attachment A.

#### FAA Notification

The FAA must be notified 30 days prior to any shows or demonstrations in which laser light beams may be directed or reflected into airspace (unterminated effects), including during set-up, alignment, and rehearsals. The FAA recognizes that industry conditions may not always permit the advance notice desired, however, if there isn't sufficient time to conduct an aeronautical study to determine airspace effects is essential to air safety, FAA may not permit the proposed unterminated laser effects. This is particularly true when the nature of the demonstration is in close proximity to an airport or would necessitate protection of large amounts of airspace. In these cases, it may be impossible for the FAA to respond to short-notice requests.

Please refer to FAA Advisory Circular Number 70-1A (AC No: 70-1A) for detailed notification information, the notification form (FAA Form 7140-1), instructions for completing the form, and regional FAA contact information to which notification should be submitted. Notifications should contain sufficient technical information to allow proper evaluation. The primary concern is the range and elevation from the source of the airspace which may be affected by the display. AC No:70-1A can be found on the following website:

https://www.faa.gov/documentLibrary/media/Advisory\_Circular/AC\_70-1\_A\_Outdoor\_Laser\_Operation.pdf

#### State and Local Radiation Control Authorities

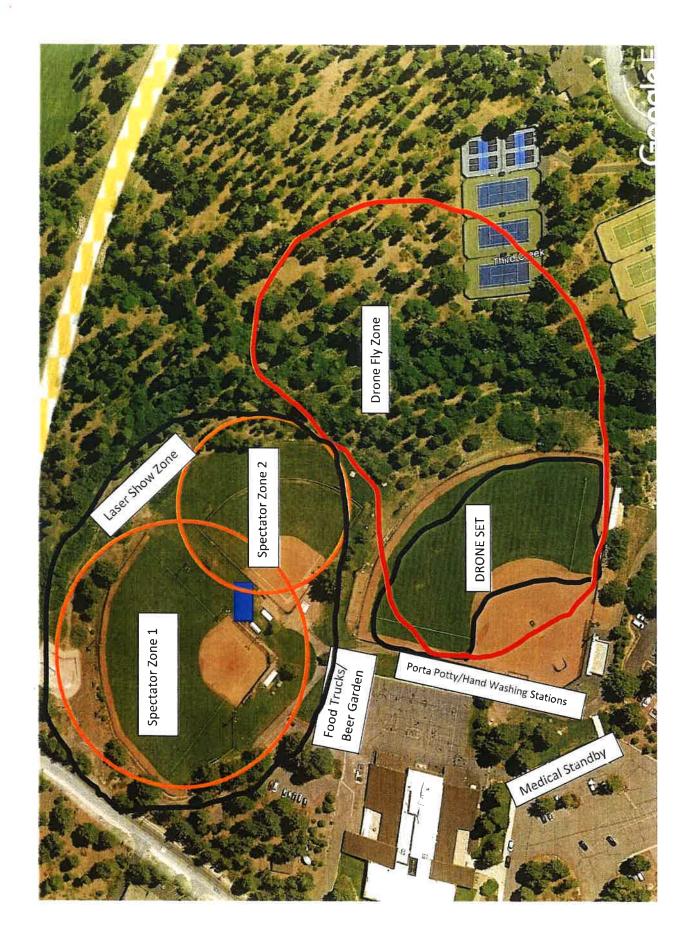
State and local authority requirements should be observed and notification should be made when required. The following website has contact information for radiation protection programs for each state:

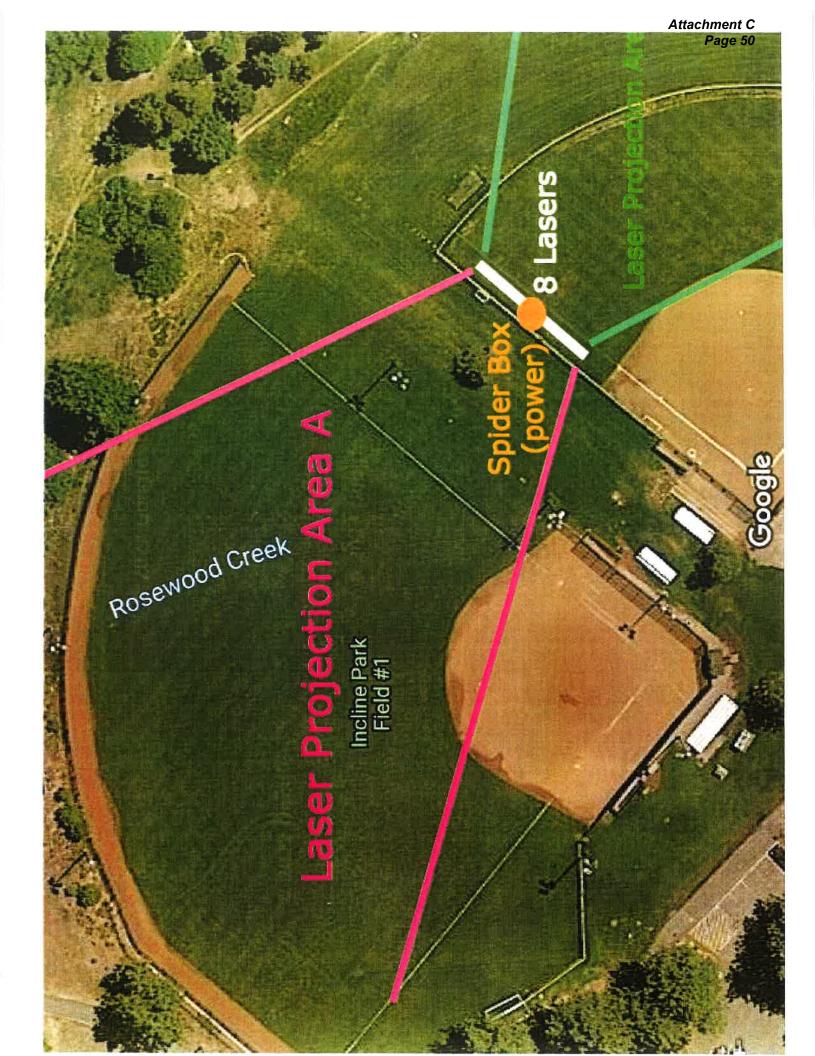
https://www.crcpd.org/mpage/Map





# Event Site Plan/Location







# Medical Standby Contract



### NORTH LAKE TAHOE FIRE PROTECTION DISTRICT

855 Oriole Way – Incline Village, NV 89451-9439 (775) 831-0351 Fax (775) 831-2072 www.ntfpd.net Ryan Sommers – Fire Chief

#### EMERGENCY MEDICAL SERVICE STANDBYS

North Lake Tahoe Fire Protection District understands the importance of providing EMS coverage during special events or community programs. The enclosed *Dedicated EMS Standby Agreement* must be utilized for any organization, school, or governmental entity to request special standby services from North Lake Tahoe Fire Protection District. The enclosed agreement must be completed, signed, and returned to North Lake Tahoe Fire Protection District at least 15 days prior to the requested date for service. Although North Lake Tahoe Fire Protection District will make every effort to provide the level of service requested, there may be an emergency prior to the scheduled event that could cause North Lake Tahoe Fire Protection District to be late. North Lake Tahoe Fire Protection District's primaryresponsibility is to provide emergency 911 responses to the residents of our community.

North Lake Tahoe Fire Protection District offers the following types of service:

- Advanced Life Support Ambulance (at least 2 Paramedic)
- Advanced EMT and/or Paramedic only
- Technical equipment UTV, jet ski, and boat with Emergency Medical Technician and/or Paramedic

Please complete the enclosed agreement and submit it to North Lake Tahoe Fire Protection District.

#### Mail or Drop Off:

North Lake Tahoe Fire Protection District 865 Oriole Way Incline Village, NV 89451

#### Email:

aquiroz@nltfpd.net

#### **Dedicated EMS Standby Agreement**

THIS AGREEMENT, made this 15 day of Med., 3003-	
89451, hereinafter referred to as the DISTRICT, and Agency,	
THIS AGREEMENT, entered into this 151	_day of
Protection District and Incline Village Crystal Bay Visitors Burea	u_hereinafter referred to as the CLIENT.
WHEREAS, CLIENT is requesting dedicated standby services; and such services under the terms set forth herein.	I WHEREAS, the District is willing to provide

NOW, THEREFORE, it is agreed as follows:

- The DISTRICT agrees to provide dedicated EMS standby service(s) to the CLIENT. Standby service, meaning an
  emergency vehicle staffed personnel as agreed upon, will locate themselves at a function or event and will
  remain dedicated tothat event unless a major incident occurs, and their services are required elsewhere.
   Such vehicle will be equipped to provide care at the capacity as agreed upon as required by the CLIENT.
   Pursuant to paragraph 3 below, dedicated standbys are subject to the availability of EMS crews and resources.
- The DISTRICT agrees to provide dedicated standby emergency medical service(s) to the CLIENT named above for the dates, times, and locations specified in the STANDBY AND CLIENT INFORMATION attached to this Agreement and incorporated by reference.
- 3. Due to the call volume of EMS, dedicated standby services are subject to the availability resources. In addition, even if a CLIENT requests and agrees to the conditions of dedicated standby services, certain extreme, catastrophic, or immediate life-threat emergencies may still require The DISTRICT to utilize the vehicle assigned to the dedicated standby. If this occurs during a scheduled dedicated standby (with this Agreement in place), and a lapse of on-site EMS coverage occurs, another ambulance/crew will be routed to the event upon availability.
- 4. Hourly charges for this service begin from the time the crew arrives at the designated standby until it is released from the event, with a two-hour minimum charge per dedicated standby service. The DISTRICT reserves the right to waive fees.
- 5. Dedicated standby service fees are as follows:

Resource	Cost
Firefighter / Advanced EMT	\$50.41 / hr.
Firefighter / Paramedic	\$57.97 / hr.
Advanced Life Support Ambulance (Staffed)	\$157.12 / hr.
Jet Ski (equipment only)	\$27.70 / hr.
ATV / UTV (equipment only)	\$14.79 / hr.
Boat (equipment only)	\$120.00 / hr.

- 6. Upon completion of dedicated standby services, The DISTRICT will bill CLIENT for costs associated with this Agreement and CLIENT agrees to pay all fees within 30 days of invoice receipt.
- 7. The DISTRICT reserves the right to refuse any Dedicated Standby Agreement submitted by CLIENT.

#### Standby and CLIENT Information

The following CLIENT information will be used by The DISTRICT for scheduling and billingfor EMS dedicated standby services.

Name/Title of Event: Incline Village Crystal Bay July 4th SkyShow Celebration

EVENT	OCCI	IRREN	ICF 1

Date(s): July 4th 2022 Start Time: 6:30 pm End Time: 11:00 pm

Location: Incline Village Ballfields (Middle School) 948 Incline Way, Incline Village NV 89451

Number of Attendees: up to 3000 EVENT COVERAGE REQUESTED

Medical Standby for evening drone show.

$(\cdot)$	ALS AMBULAC	E STAPPED	\$ 157.12/hr
(2)	FMERIZHERZ		50.41/hr EACH

(if request is for more than 1 event occurrences attach additional details to agreement)

Organization Name: Incline Village Crystal Bay Visitors Bureau

Primary Contact Person's Name (print): Andy Chapman

Mailing Address (for billing):969 Tahoe Blvd

City: Incline Village	State: NV	Zip Code: <b>89451</b>

Phone #:<u>530-448-9992</u>

Email Address: Andy@GoTahoe.com

Phone # day of event (if different):

- 8. This Agreement may be canceled by either party by giving 48-hours advance notice.
- 9. Nothing herein shall be construed to create a higher standard of care on the part of EMS than generally recognized under the rules and regulations set forth by the Nevada State Health Division Office of Emergency Medical Systems. The DISTRICT crews may only operate under written protocols and procedures specifically approved by the DISTRICT Medical Director.
- 10. The charges provided for herein reflect only those charges associated with making EMS readily available to the CLIENT. The normal charges for the care and transportation of patients will be the responsibility of the patient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Signaturo

Printed Name

Title

Signature

tosseu by

Printed Name

100

Title



# Washoe County Sheriff Contract



2022

**TBD** 



# Nevada Highway Patrol Contract



2022

TBD



### **NDOT Contract**

District Tracking No	

# **TEMPORARY**Application

# APPLICATION FOR TEMPORARY OCCUPANCY OF NEVADA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY (Under the Provisions of NRS 408.423 and 408.210)

1	Location where the event	and/or occupancy is proposed:
---	--------------------------	-------------------------------

State Route 28	Southwood blvd and Hwy 28
Local name of highway	Street address or nearest cross street
between Milepost SR 28 WA 6.00	and Milepost SR 28 WA 7.00

2. Describe the event in detail, including the number of participants, the proposed route, the proposed date and time of the event. Please attach plans and/or drawings of the proposed route.

The Incline Village Crystal Bay July 4th SkyShow committee is producing a drone show event in celebration of our nation's birthday. This event will take place at the Incline Middle School Ball Fields located at 948 Incline Way, Incline Village NV 89451. The traffic managment plan includes pedestrian traffic controls accross State Route 28 from Northwood Blvd. to Southwood Blvd. to access the event site. Parking for the event will utilize the Incline Championship Golf Course parking with pedestrian walking paths to the event.

EVENT DATE(s):

July 4th 2022

3. THE APPLICATION SHALL BE SIGNED AND RETURNED TO THE DISTRICT OFFICE.

Incline Village Crystal Bay Visitors Bureau	Andy Chapman, President/CEO
Name of <b>PERMITTEE</b>	Name and Title (Please print)
969 Tahoe Blvd.	MMW
Address	Signature
Incline Vilalge NV, 89451	775-832-1612
City, State, Zip	Telephone
4-26-22	andy@gotahoe.com
Date of Application	Email
Andy Chapman	andy@gotahoe.com
Permit Representative Name	Permit Representative Email

v. 3/15/21 1

District Tracking No.	
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#### ADDITIONAL TERMS AND CONDITIONS

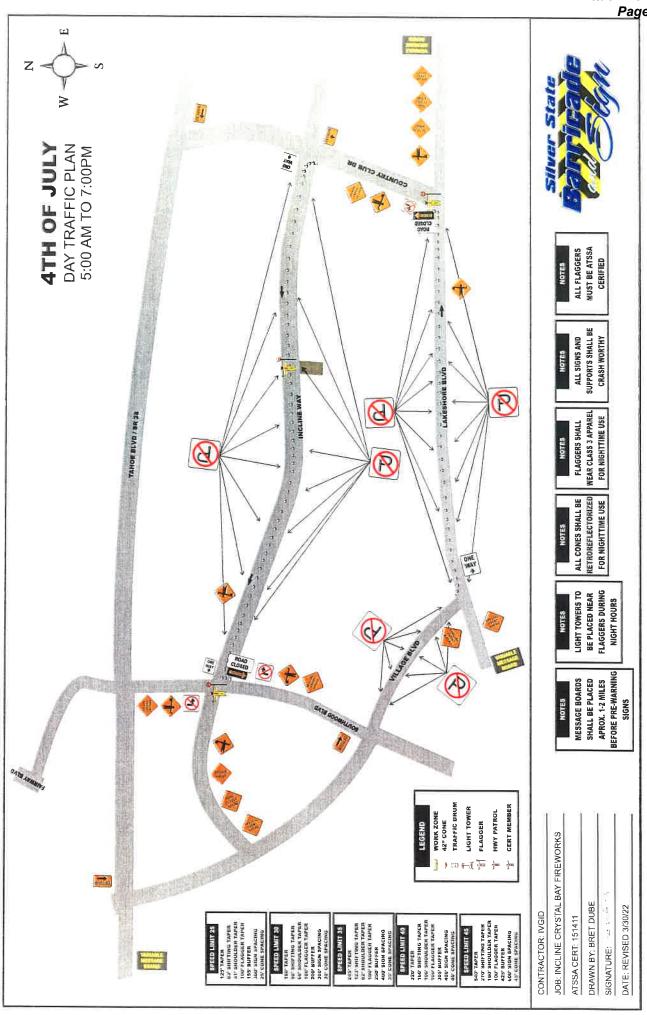
- 1. The application shall be signed by **PERMITTEE** on Page 1 and returned to the district office. The application shall not be valid until the **SIGNED** original application has been received by the district office.
- 2. This temporary permit expires upon completion of the event.
- 3. The temporary Right-of-Way Occupancy Permit, or a conformed copy, shall be kept at the site of the event and must be shown to any representative of the Department of Transportation or any law enforcement officer on demand. THE EVENT SHALL BE SUSPENDED IF THE PERMIT IS NOT AT THE SITE AS PROVIDED.
- 4. The **PERMITTEE**, in addition to obtaining the temporary Right-of-Way Occupancy Permit must also obtain any and all other permits required by State law or local ordinances.
- The **PERMITTEE** agrees to indemnify and save harmless the State of Nevada and its officers, agents, and employees against any and all liability, loss, damage, cost and expense which it or they may incur, suffer, or be required to pay by reason of death, disease, or bodily injury to any person or persons, or injury to, destruction of, or loss of use of any property, including property belonging to the State of Nevada, arising out of or incident to activities contemplated by this permit, and proximately caused, in whole or in part, by any act or omission of the **PERMITTEE**, or its contractors, agents, or the employees of any one or all of them **OR BY THE OFFICERS, AGENTS, OR EMPLOYEES OF THE STATE OF NEVADA**, unless it is established by the **PERMITTEE** that the proximate cause was the willful misconduct or gross negligence of the officers, agents, or employees of the State of Nevada.

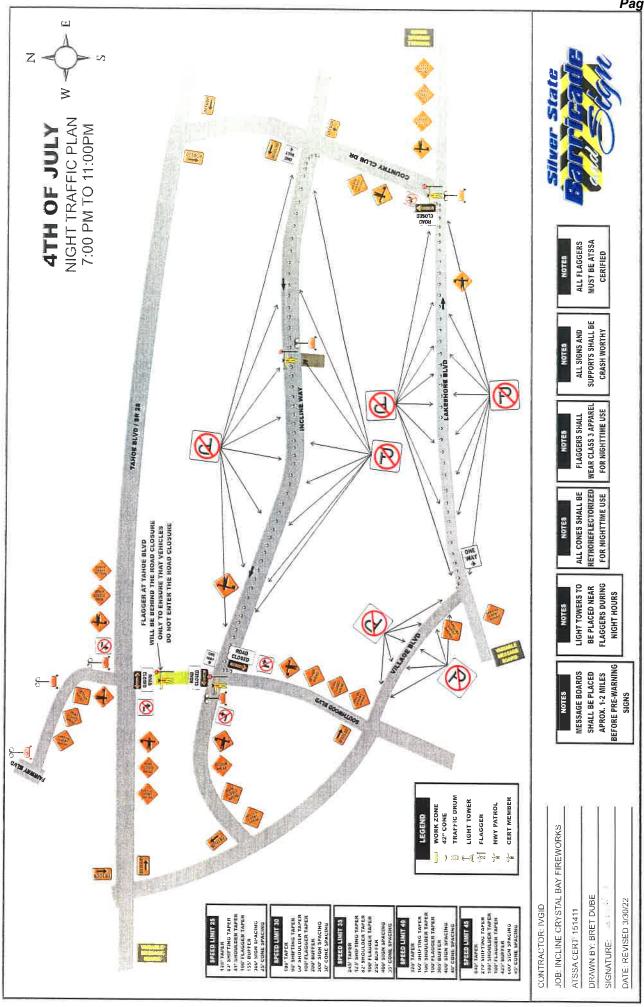
6.	This application must have the following	ignatures of approve	al before being processed b	v the district office
----	------------------------------------------	----------------------	-----------------------------	-----------------------

Nevada Highway Patrol	County Sheriff or City Police		
Ву:	ву:		
Date:	Date:		
Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):	Special conditions / requirements or other comments (i.e. escorts, traffic control, contact area supervisor, or N/A):		



## Traffic Control Plan







### Radio Rental Contract



2929 s 48th Street Tempe, AZ 85282

### Invoice

Date	Invoice #
3/28/2022	21402

### Bill To

Sun Bear Realty Blane Johnson 969 Tahoe Blvd Incline Village, NV 89451

### Ship To

Sun Bear Realty Blane Johnson 811 Tahoe Blvd Incline Village, NV 89451

		P.O. No.	Rep	Ship Via
Rental Shipping and H	10 TR4X, 1 Repeater, 10 SK's, 1 Case, 5 Spares Shipping and Handling	3	67.24 88.00	201.72T 88.00T
Damage Waiver	Covers all product against damage during the rental period. Does not cover lost or stolen equipment.  July 04-06		30.26	30.26T
			0.00	0.00
			Total	\$319.98



# Communication & Safety Plan



### DRONE SKYSHOW COMMUNITY COMMUNICATIONS PLAN

The SkyShow Committee has contracted Dollar Radio Rentals to provide communication needs:

10 – Titan TRX4 Digital hand-held radios with earpieces and microphones.

5 back-up batteries. The radios are capable of a five-mile range.

A repeater system will be established to enhance communications for the SkyShow event with a main IVCBFC Event Contact Person and key public safety officials, including, but not limited to: Drone contractor, WCSO, NLTFPD, NHP, CERT, IVGID and first aid station personnel.

A 32-channel system will be utilized. IVCBFC will be advised by WCSO for proper assignment of different channels for communication. All radios shall be labeled with their channel assignment.

All emergencies shall be called in by radio, then followed up by a 911 call via cell phone.

SkyShow Committee will comply with any and all direction regarding communication allocation.

CERT, Silver State Barricade, specified WCSO and NLTFPD officials shall be provided with two-way radios to ensure seamless communication with Event Chairpersons. A specific channel will be dedicated for communication at all times.



### JULY 4TH SKYSHOW COMMUNITY SAFETY PLAN

#### **TRAFFIC**

All security personnel (hired and volunteer) will work in conjunction with the WCSO. The Washoe County Community Emergency Response Team (CERT), a volunteer security committee which has assisted the firework event for past years, will be again contacted to assist WCSO with directing traffic at key locations on Washoe County roads in Incline Village pursuant to the approved traffic. The traffic plan will be installed by Silver State Barricade under contract with Incline Village General Improvement District (IVGID) representative Indra Winquest. The SkyShow committee will work with Law enforcement to define the locations within the plan that will be manned by uniformed officers or CERT volunteers. All other times the manning will be provided by Silver State Barricade. The WCSO command center may be located at the Incline ballfields at no cost to the event to assist in law enforcement activities in Incline Village during the the event.

The table below describes responsibilities and locations for flagging traffic control contact information is provided in the attached communication matrix:

#### July 4, 2022

5:00am - End of Drone Show (TBD Per Traffic Plan)

Lakeshore/ Village SILVER STATE ONE ATSSA FLAGGER - 5AM TO 1500 - 2 CERT, ONE SSS AND OR DEPUTY – 1500 UNTIL EGRESS OF TRAFFIC

LAKESHORE NEAR LIGHT PLANT @CROSSWALK SILVER STATE ONE ATSSA FLAGGER - 5AM TO NOON Lakeshore/ Country Club - SILVER STATE ONE ATSSA FLAGGER - 5AM TO 1500 2 CERT, ONE SSS AND OR DEPUTY – 1500 UNTIL EGRESS OF TRAFFIC

Incline Way/ Rec Ctr Drive #1 - CERT

Incline Way/ Rec Ctr Drive #2 - CERT

Incline Way/ Country Club -SILVER STATE 5 AM TO 2145

Incline Way/ Southwood – SILVER STATE 5 AM TO 2145

WCSO will have SSS personnel on traffic control at Lakeshore/Ski Beach 1000 – 2200 hours
CERT will also have 3 members for traffic control at Beach Access Points/Parking lot – 0500 – 2300 hours

#### LAKESHORE BLVD BETWEEN VILLAGE AND COUNTRY CLUB

Will be open in a one-way traffic pattern to facilitate beach drop off and pick up. Incline Way between Country Club and Village will be open in a one-way traffic patter to facilitate traffic flow to and from Incline ballfields. Vehicles with boat trailers will be allowed access to Ski Beach to pick up their boat.

EGRESS OF DRONE SHOW – APPROX 2145 UNTIL 2330

Lakeshore/ SR28 East - NHP
Lakeshore/ SR 28 West - NHP
Southwood W/ SR28 East - NHP
Southwood E/ SR 28 West - WCSO
Village/ SR28 East - NHP
Country Club/ SR 28 West - NHP
Incline Way/ Country Club - WCSO
Incline Way/ Southwood - WCSO
Village/ Southwood - WCSO

WCSO will also have roving deputies/motor units 0700-0000 to assist in maintaining no parking/traffic plan route.

#### **MEDICAL**

NLTFPD, Fire Marshal, Russel Barnum, will provide the event with on-site staffing to address medical concerns that arise. A first-aid station with signage shall be set up at Incline ballfields. NLTFPD and Incline Village Community Hospital (IVCH) will have transportation with ALS and driver at all times. IVCH will provide support for the July 4th event to be present at a first aid location at Incline ballfields. If all "Event EMS Staff" are on an incident, the normal EMA system will engage in their usual fashion.

Hand-washing stations will be provided at locations of portable toilets. ADA handicap accessible portable restrooms will be available at designated the permanent facilities at Ski Beach and Incline Beach.

Biological waste containers will be provided at the first aid station as per IVCH.

Two dedicated golf carts shall be provided to NLTFPD to be used as a "people mover" for medical and/or fire personnel to bring medical response personnel to access areas not available to motor vehicles. NLTFPD to provide signage for the dedicated golf carts.

Principal medical response personnel will be provided with a two-way radio to communicate with Event Staff and Security at all times. A channel will be designated for first aid communication at all times on the day of the event.

Care Flight will have access to land on Upper Village Green field and the Incline High School field as a back-up landing site.

Use of alcohol, by volunteers, is not permitted during the event. Volunteers and Event Staff should keep an eye out for people under the influence. If an observer or participant seems to be under the influence, this person should be asked to leave. If this person seems to be in medical distress, plan of action for Assistance Requiring Medical Care should be taken.

Summary of data of medical contacts will be provided by EMS staff upon conclusion of the events, no later than July 7, 2022. Should Incline ballfields become suddenly unsafe for any reason, including acts of civil disobedience, nature (rain with lightning) or other critical incident and either WCSO, NHP or NLTFPD determine the situation is unsafe, event goers will be moved to either Aspen Grove and the Hyatt Casino. If the event is permanently terminated early for any reason, the "Drone SkyShow Egress Plan" will be immediately implemented to get people safety out of the area. WCSO, NHP, NLTFPD and

RWTB personnel shall communicate and direct evacuation. Follow Incline Emergency Evacuation Plan for citywide evacuation: <a href="http://www.nltfpd.net/wp-content/uploads/2013/03/Emergency-Preparedness-Brochure.pdf">http://www.nltfpd.net/wp-content/uploads/2013/03/Emergency-Preparedness-Brochure.pdf</a>

#### LIGHTING PLAN

The 2022 SkyShow Illumination plan will comply with all County, Law enforcement, Fire/EMA requirements as well as the Memorandum of Understanding (MOU) with Incline Village General Improvement District (IVGID).

Dusk for egress is vital for the safety of all patrons to navigate all major intersections, cross walks of Lakeshore Blvd., Country Club Blvd., Village Green and two Recreation Center driveways.

Lighting Locations shown on the attached illumination plot map: (TBD: need to confirm lighting plan)

#### Lighting Update

IVGID Park staff will deliver and operate lighting to the following:

- Incline Beach west side set up just outside west gate to the park in the easement lighting for crossing the Lakeshore Blvd and exiting the parks
- On the northwest corner of Village and Lakeshore
- Incline Beach inside park, at the gate guard shack on turf, as you enter the park. Lighting for exiting the park
- Ski Beach at entrance to park. Lighting for exiting the park
- Village Green, middle of field east side. Lighting for upper and lower Village Green after the event.
- Village Green, middle of field west side. Lighting for upper and lower Village Green after the event
- Incline Way, Recreation Center side of the road, at the end of the fire road crossing Incline Way
- Pathway footbridge from Ballfields to Tennis Courts
- Use of existing lighting at the Parks Building
- Use of existing lighting on Ballfields 1, 2 & 3
- Use of existing lighting on the Tennis Courts pathway
- Use of existing lighting at the Middle School/Skate Park pathway
- Use of existing lighting at the Chateau Parking lot
- Please Note: additional lighting provided by Silver State in on the Traffic Plan



## Parking and Shuttle Plan



## SkyShow Parking and Shuttle Plan

The Incline Village Crystal Bay SkyShow Committee has prepared this Parking and Shuttle Plan in support of the July 4<sup>th</sup> drone SkyShow event. This plan includes identification of specific parking locations and available parking spots as well as a dedicated shuttle schedule connecting all lot locations.

Parking Locations	# Spaces (approx.)
Incline Middle School	72
Parasol Tahoe Foundation	65
Incline Recreation Center	165
Incline Tennis Center	35
Incline Championship Golf Course	140
Incline Village Visitor Center	22
Diamond Peak Big Water Grille Lot	120
Diamond Peak Fairview/Ski Way Lot	70
Diamond Peak Main Lot	150
Diamond Peak Upper Lot	120

Information will be provided to residents and visitors about the walkability of the site locations with its central location to residential and commercial locations. Guest will be encouraged to walk to the site location as appropriate. In addition, guests will be encouraged to take TART public transportation as well as TART Connect Micro Shuttle transportation.

#### Shuttle Schedule

The Incline Village Crystal Bay SkyShow Committee will contract with Northstar California to provide shuttle services on the evening of July 4<sup>th</sup>. Shuttle service will run between 7:30pm – 11:30 pm providing access from all appropriate parking locations to the event site location.

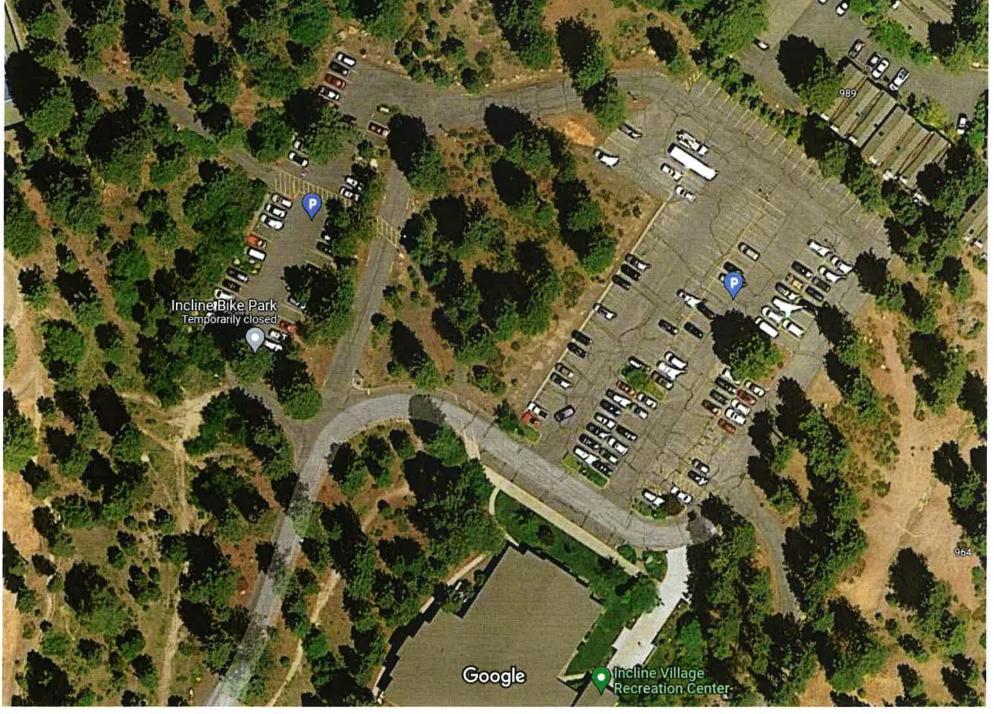


Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft







50 ft

4/25/22, 11:59 AM

Imagery @2022 Maxar Technologies, U.S. Geological Survey, Map data @2022

Attachment C Page 80

4/25/22, 12:00 PM



Imagery @2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data @2022 100 ft



# Insurance Liability Policy

**VERGINC-01** 

**PGYBEN** 

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER

MF	E Insurance Brokerage			PHONE	(213) 6	34-2500	FAX	/2131	640-5000
1019 E. 4th Pl. Los Angeles, CA 90013			PHONE (A/C, No, Ext): (213) 634-2500 FAX (A/C, No): (213) 640-5000 E-MAIL ADDRESS: certs@mfeinsurance.com					1 040-3000	
			INSURER(S) AFFORDING COVERAGE					NAIC #	
			INSUR	95-0		ive Insurance Corp		19720	
INSU	URED			INSUR					10120
	Verge, Inc.			INSUR	RC:				
	3401 Grays Ferry Ave.			INSUR	7100074				
	Philadelphia, PA 19146			INSUR					
				INSUR	11000				
СО	VERAGES CER	RTIFICATE	NUMBER:				REVISION NUMBER:		
E	NDICATED: NOTWITHSTANDING ANY F ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PERTAIN,	THE INSURANCE A	FFORDED B	Y THE POLICI	ES DESCRIB	ED HEREIN IS SUBJECT	YECT T	O WHICH THIS L THE TERMS,
NSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUME	BER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIM	ITS	
Α	X COMMERCIAL GENERAL LIABILITY					1	EACH OCCURRENCE	s	2,000,000
	CLAIMS-MADE X OCCUR		13001024		10/8/2021	10/8/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	C
							MED EXP (Any one person)	s	C
					PERSONAL & ADV INJURY	s	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:	PLIES PER:					GENERAL AGGREGATE	5	C
	X POLICY PRO-						PRODUCTS - COMP/OP AGO	s	2,000,000
	DTHER:							S	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	5	

ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED YUNO SCTUA UMBRELLATIAN OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 9014511 **Aviation Liability** 10/8/2021 10/8/2022 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Liability Insurance

CERTIFICATE HOLDER	CANCELLATION
Proof of Liability Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Akab



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen Financial Insurance Group	CONTACT NAME:			
13880 N NORTHSIGHT BLVD STE 109 # 109	PHONE (A/C, No, Ext):	(602) 992-1570	(602) 992-6327	
SCOTTSDALE, AZ 85260-3666	E-MAIL ADDRESS:	mgranado@eqgroup.com		
		INSURER(S) AFFORDING	COVERAGE	NAIC #
	INSURER A :	United States Fire In	21113	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS	INSURER B	Atlantic Specialty Ins	surance Company	27154
Summit Creative, LLC	INSURER C :			
13045B DONNER PASS RD	INSURER D			
TRUCKEE, CA 96161	INSURER E			NAIC # 21113
	INSURER F			

RTIFICATE NUMBER:	USS479714	REVISION NUMBER:
	RTIFICATE NUMBER:	RTIFICATE NUMBER: USS479714

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
1	GENERAL LIABILITY						GENERAL AGGREGATE	\$2,000,000,00
	X COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	CLAIMS-MADE X OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
A		X		SRPGAPML-101-0721	10/14/2021 12:00 AM	10/14/2022 12:01 AM	EACH OCCURRENCE	\$1,000,000,00
					12.00 AW	12.01 AW	FIRE DAMAGE (Any one fire)	\$300,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$5 000,00
	X POLICY PRO- JECT LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTO NON-DWNED AUTOS						PROPERTY DAMAGE	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION S							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Covered Activities: Production Vendor

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER	CANCELLATION
Tailfeather Events, Inc. 23104 Hatteras Street Woodland Hills, CA 91367	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Allen Financial Insurance Group



## **Crew Housing Contract**



## **Vacation Rental Confirmation**

March 25, 2022

Thank you renting with Sun Bear Realty. Please make sure to check the info below for accuracy. If we can be of further assistance, please don't hesitate to contact us by email or phone; office@sunbearrealty.com / (775) 831-9000

Reservation number	Date Reserved	Arrival Date	Departure Date	Maximum Occupancy	Agent
130114	3/25/2022	7/2/2022	7/5/2022	4	Luis

Guest Name & Address	Blane Johnson
Unit Address	Condo 801 Northwood Blvd. #45 Incline Manor Condo Complex Incline Village, NV 89451
Bedroom / Bath	3/2
Bed Size	К, К, Q

Check IN / Check Out	Check IN / Check Out Procedures					
Check In: 3:00 PM	<ul> <li>Come to our office to pick up your keys at:         811 Tahoe Blvd., Incline Village, NV 89451</li> <li>If after hours your package w/ keys will be in the lock box in front of our office: 0-9-8-9</li> </ul>					
Check Out: 10:00 AM	<ul> <li>Gather your trash, do your dishes, put them away and start your dishwasher.</li> <li>Return all keys, remotes and parking passes to our office at the above address.</li> </ul>					
Give us a call 24 hours prior to your arrival or departure to request an early check-in or late check-out.						

#### \*\*FINAL PAYMENT DUE 60 DAYS PRIOR TO ARRIVAL.\*\*

If reservation is made within 60 days of arrival the total is due at booking. If it is made more than 60 days out, \$75 plus tax is due upon booking. This is non-refundable but the booking can be changed. The balance due in full as of final payment date, at which time the reservation becomes non-refundable and non-changeable. Travel Insurance is available.

The \$75 Admin Fee covers up to \$1200 worth of accidental damage. Damages must be reported at the time that they occur to be waived not at the end of the stay.

PLEASE SEE THE TERMS AND CONDITIONS FOR MORE INFO

Unit Amenities	
View	None
Parking	1 Carport (2 Max.)
Hot Tub	No
Fireplace	Yes - Gas Log
TV / DVD	3 TV w Spectrum App / 2 DVDs
Pets Allowed	NO
WIFI Network	Sunbear45
WIFI Password	37854744

Price Breakdown & Due Dates					
Rental Fee Cleaning - C	\$750.00 \$200.00				
Sub Total Tax	\$950.00 \$123.50				
Total (Balance Due)	\$1,073.50				
5/3/2022	\$1,073.50				



## SkyShow Clean-up Plan



## SKYSHOW COMMUNITY CLEAN-UP PLAN

The Incline Village Crystal Bay SkyShow Committee will coordinate with area organizations and businesses to provide full event clean-up.

### July 4th Pre-Event

Community volunteers and partner staff will place appropriate trash receptacles throughout the immediate area of Spectator Zone 1 and Spectator Zone 2 as defined in the Event Site Plan/Location map. Staff and volunteers will manage the trash collection and appropriate recyclable separation during the event time (7:30pm – 11:00pm)

### July 4th Post Event

Upon completion of the SkyShow event, community volunteers and partner staff will begin sweeping the immediate area of Spectator Zone 1 and Spectator Zone 2 as defined in the Event Site Plan/Location map. This will include pick up of all materials to be deposited in appropriate trash receptacles.

#### July 5<sup>th</sup> Post Event

A community clean-up day is scheduled for Tuesday July 5<sup>th</sup> incorporating community volunteers, Incline Village Rotary members and partner staff. The clean up schedule will start at Aspen Grove and work up through Village Green, along Incline Way, throughout the Event Site Plan/Location and along Southwood Blvd and across Hwy 28 and up Northwood Blvd to the Incline Village Championship Golf Course parking lots.