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## **LICENSE AGREEMENT**

# 1566-65-65-69050

**BY AND BETWEEN**

**ASM GLOBAL RENO AND  
Washoe County Health District  
c/o Andrea Esp  
Phone: 775.326.6042  
Email: AEsp@washoecounty.us**

**Date of Contract: 7/20/2020  
Date of Events: 6/8/2020 -  
6/21/2021**

**Non-Ticketed Events**

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## LICENSE AGREEMENT ASM GLOBAL RENO

This License Agreement (#1566-65-65-69050) is executed between ASM GLOBAL and Washoe County Health District ("LICENSEE") with offices at 1001 E 9th St, Reno, NV 89512

### RECITALS

- I. ASM GLOBAL manages, operates and maintains ASM GLOBAL Reno ("ASM GLOBAL") which consists of the following venues: the Reno Sparks Convention Center (RSCC), the Reno Events Center (REC), the National Bowling Stadium (NBS) and the Reno Sparks Livestock Events Center (RSLEC) on behalf of the Reno Sparks Convention & Visitors Authority (RSCVA) under rights granted by and obligations imposed under an Agreement Dated June 28, 2018 between the RSCVA and ASM GLOBAL.
- II. Licensee desires to use space in the ASM GLOBAL property, as described on (EXHIBIT "A"), for the purpose and upon the terms hereinafter provided.  
  
South Parking Lot
- III. The Leased Space will be used by the Licensee and its authorized and approved contractors ("SERVICE CONTRACTORS") and exhibitors ("EXHIBITORS") and may be available to other persons ("ATTENDEES"). Upon receipt of written request, ASM GLOBAL will provide the Licensee with a list of other users or intended users of the facility during the term of the Event.
- IV. Licensee may not assign this Agreement or any interest therein or permit the use of the Leased Space or any part thereof other than for convention related purposes without the prior written consent of ASM GLOBAL. Any attempted assignment without the prior written consent of ASM GLOBAL shall be null and void.
- V. ASM GLOBAL's Building Rules and Regulations and ASM GLOBAL's Emergency Response Plan and Reno's Fire Department's Fire Prevention Regulations are hereby incorporated into this Agreement by reference. ASM GLOBAL reserves the right to change such rules and regulations in writing from time to time for emergency or unanticipated life safety reasons and will provide Licensee with such changed rules and regulations which shall be binding upon Licensee. Any changes made to ASM GLOBAL's Building Rules and Regulations, with the exception of life safety issues, will be mutually agreed upon in writing by ASM GLOBAL and Licensee, but which will not significantly impair Licensee's use of the Leased Space.
- VI. Due to the current pandemic, it will be the responsibility of the client to ensure all current guidelines for the COVID-19 virus, are followed as mandated for the State of Nevada, Washoe County and the City of Reno.

NOW, THEREFORE, ASM GLOBAL hereby permits Licensee and Licensee agrees to the use of those areas of ASM GLOBAL as hereinafter described ("LEASED SPACE") for the term, at the fees and upon the terms, covenants and conditions hereinafter set forth:

### CONCESSIONS :

- Complimentary rental space (\$377,000 value)
- Discounted labor @ \$26 per hour per person
  - Security team is one (1) team member for 24 hours a day, 7 days a week.
  - Events team is five (5) team members, 4 hours each, per day, Monday, Wednesday and Friday
- Any additional testing days scheduled besides the Monday, Wednesday and Friday event days already scheduled, will be charged at a minimum of five (5) people per day, 4 hours per day @ \$26 per hour.
- Maintenance and fuel charges will be billed at \$125 per week.

1. **Headings:** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

#### 2. Use of Leased Space:

- A. The Leased Space shall be used for an occurrence to be called: COVID-19 Testing  
If requested by ASM GLOBAL, Licensee shall provide ASM GLOBAL with a detailed description of the Event.

- B. Licensee shall not use the Leased Space or permit to be used by any Employee, Service Contractor, Exhibitor or Attendee:
- (i) For any illegal purpose;
  - (ii) In conflict with any applicable law, ordinance, rule or regulation of any governmental authority;
  - (iii) In any manner which could vitiate the insurance or increase the rate of insurance on ASM GLOBAL;
  - (iv) In any manner which constitutes waste or nuisance according to state or local law;
  - (v) In any manner which causes injury to ASM GLOBAL; or
  - (vi) In violation of ASM GLOBAL's Rules and Regulations, as such may exist from time to time.
- C. Licensee shall conduct business in the Leased Space in a dignified and orderly manner with full regard for public safety and in conformity with the City of Reno's Fire Regulations and ASM GLOBAL's Emergency Response Plan as such may exist from time to time. Licensee agrees that it will not allow any Employee, Service Contractor, Exhibitor or Attendee at, in or about the facilities to whom ASM GLOBAL may reasonably object and such person's right to use the facilities may be revoked immediately by ASM GLOBAL with the approval of Licensee. More detailed rules relating to the use of ASM GLOBAL are contained in ASM GLOBAL's Building Rules and Regulations and the City of Reno's Fire Regulations (<https://www.reno.gov/government/departments/fire-department/fire-prevention>) and ASM GLOBAL's Emergency Response Plan. The terms and conditions of this agreement expire, and space may be released if a signed License Agreement and initial deposit, if applicable, is not received within thirty (30) days of when the License Agreement was issued, or as agreed. ASM GLOBAL reserves the right to extend the terms and conditions of this agreement at its sole discretion.
- D. **Event Requirements:** FLOOR PLANS for use of ASM GLOBAL facilities are due to ASM GLOBAL at least sixty (60) days before the first move-in day for Fire Marshall approval. A description of all utility services (electrical, telecommunications, plumbing, fiber-optics) for the exhibit hall(s) is due no later than thirty (30) days before the first move-in day. SET-UP SHEETS for general sessions, meeting rooms, registration, staging and food and beverage requirements and utilities in these Leased Spaces are due no later than thirty (30) days before the first move-in day. In no event will ASM GLOBAL be responsible for any inconvenience or delay arising from the late delivery of any such information. If Licensee fails to provide this information as required, it shall waive its complimentary one-time room set and pay to ASM GLOBAL the cost of equipment and labor and any other fees arising from such delay. ASM GLOBAL shall be the sole judge of what reasonable additional labor or fees are required as a result of the delay.
- E. Licensee acknowledges that it bears sole risk of loss if it sells exhibit space before performing all of its obligations under this Agreement, including, but not limited to, full signature by the ASM GLOBAL General Manager, payment of all fees due under this Agreement, obtaining ASM GLOBAL's approval of floor plans and supplying certificates or policies of insurance pursuant to Section 8.
3. **Leased Areas:** ASM GLOBAL grants to Licensee permission to use the Leased Space in the Reno Sparks Livestock Events Center, including corridors for ingress and egress, during the dates and times indicated on EXHIBIT "A". ASM GLOBAL reserves the right to control all Lobby Areas. ASM GLOBAL will permit Licensee to use those areas of the Lobby as it deems appropriate.
4. **Minimum ASM GLOBAL Rental:** For use of the Leased Space in the facilities, Licensee shall pay to ASM GLOBAL: \$0.00 as outlined in (EXHIBIT "B"), and/or the venue rental schedule.
- Under the Minimum ASM GLOBAL Rental, ASM GLOBAL shall furnish, without cost to the Licensee, normal heat and air conditioning during Event hours, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, perimeter security (not Event security), provided that Licensee complies with the requirements on Section 2D.
- Licensee shall separately pay for all services, equipment and personnel ("SERVICES") not specifically covered by the Minimum ASM GLOBAL Rental. Licensee must use and pay for ASM GLOBAL-provided fire fighter and emergency medical services and trash removal. ASM GLOBAL also provides certain Services at the facilities on an exclusive basis. Licensee shall not contract or permit others to contract Services (electrical, telecommunications, ISP, AV, Wi-Fi, Security, Rigging, food & beverage, box office personnel) that ASM GLOBAL provides on an exclusive basis. Only ASM GLOBAL-provided order forms, equipment rate schedules and operating procedures may be utilized for ASM GLOBAL-provided Services. If ASM GLOBAL does not provide a type of Service on an exclusive basis, Licensee may use other Service Contractors approved by ASM GLOBAL. ASM GLOBAL will not unreasonably withhold its consent. No Services may be used at or supplied to the ASM GLOBAL facilities which are not furnished by an ASM GLOBAL-approved supplier.
5. **Tickets:** Public ticket sales must be conducted by ASM GLOBAL's exclusive ticketing agency.
6. **Method of Payment of Minimum ASM GLOBAL Rental:** Licensee agrees to pay ASM GLOBAL in immediately available U.S. funds at ASM GLOBAL's offices in the RSCC located at 4590 South Virginia Street, Reno, NV 89502, by a certified check, cashier's check, company check, money order, wire transfer, cash or credit card (AMEX, MasterCard, or Visa), any credit card charge will be charged a three percent (3.0%) processing fee. However, only cash, a Cashier's check or Money Order will be accepted inside 72-hours of the start of the event. All payments excluding any processing fees shall be a credit to the consideration for the use and occupancy of the Leased Space as follows and as outlined in (EXHIBIT "B"):

Invoices to be settled each month.

Licensee shall pay the balance of all undisputed fees and charges under Section 4 within ten (10) days of receipt of the final invoice submitted by ASM GLOBAL. If Licensee fails to pay any amounts, with the exception of disputed amounts, when due under this Agreement, it shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance. ASM GLOBAL is not obligated to pay interest on any deposit called for by this Agreement. ASM GLOBAL and Licensee agree to work in good faith to resolve any disputed portion of the invoice. The disputed portion of the invoice, if any will be due within thirty (30) days of receipt of the final invoice submitted by ASM GLOBAL.

If Licensee has not paid in full, the A/R balance due at the end of the event, within 90 days, Licensee will no longer be entitled to a 1st Hold on the next scheduled event. If the A/R balance due, goes over 120 days, Licensee will be removed from the future events schedule until such balance is paid. Once paid in full, the future event will be reinstated, based on the availability of the ASM GLOBAL venue's event schedule.

Should ASM GLOBAL cancel the Event except for reasons of Licensee default as outlined in Section 25 of this Agreement, ASM GLOBAL will return to the Licensee all Minimum Facility Rental deposits received prior to the notification of cancellation.

Notwithstanding the foregoing, first-time events without a history at the RSCC, REC, RSLEC or NBS or, an event with a record of slow payment, may be required (at the option of the General Manager) to remit up to One Hundred Percent (100%) of the facility rental and related expenses upon execution of contract. No interest will accrue by or be paid to Licensee on any deposit. Additional charges incurred are due upon receipt of invoice. INTEREST will be assessed at 1.5% per month on any balance due more than thirty (30) days after date of billing.

7. **Security Deposit:** A security deposit in the amount of \$0.00 to assure full and faithful performance of this agreement is due 30 days prior to the first move in date. ASM GLOBAL may, but shall not be required to, use apply or retain all or any part of this security deposit for the payment of any sum in default, or for the payment of any amount which ASM GLOBAL may spend or become obligated to spend, to correct a deficiency caused by Licensee, its sub-Licensee, contractors or attendees, including but not limited to damage to the facility, excessive cleaning, extra equipment or extra labor. If Licensee shall fully and faithfully perform every provision of this License Agreement, the Security Deposit or any balance thereof shall be returned to Licensee within fourteen (14) days following the later of expiration of the Term or surrender of the premises to ASM GLOBAL.
8. **Taxes and License Fees:** Licensee agrees to pay promptly all sales, use, excise and any other taxes and any other license fees which are required to be paid by Licensee to any governmental or accepted licensing authority and at ASM GLOBAL's request shall provide evidence of such payment to ASM GLOBAL. Licensee and any successor or assign and ASM GLOBAL recognize and understand that this Agreement may create a possessory interest subject to property taxation, and that the Licensee and any successor or assign may be subject to the payment of property taxes levied on such interest.
9. **Utilities:** If Licensee or any exhibitor so desires, upon written order of Licensee, ASM GLOBAL will cause electric, gas or water service connections to be installed, adjusted or effected as follows. Minimal illumination will be allowed for Move-In and Move-Out days; full illumination will be allowed on Show days. Additional lighting requested by Licensee will be assessed a user charge based on actual usage at current scheduled rates; additional heating and air conditioning will be charged at full-day rental rate. ASM GLOBAL agrees to make available to Licensee, through Licensee's ASM GLOBAL approved and contracted electrical, water and gas agent, all electric power, gas and plumbing required by Licensee up to ASM GLOBAL's existing capacity, and Licensee agrees that any agreement with its approved and contracted electrical, water and gas agent, will require said agent to reimburse ASM GLOBAL with a surcharge based on the electrical, water and gas agent's current contract with ASM GLOBAL based on all electric outlets, equipment, floodlights and labor charges levied by Licensee or its electrical, water and gas agent, to Licensee, its exhibitors and subcontractors on all utilities made available by ASM GLOBAL. All electrical service provided to Licensee and any exhibitor spaces will be included when calculating charges. Licensee further agrees that its electrical, water and gas agent will supply ASM GLOBAL with duplicate copies of all electrical, gas or water invoices made by said agent to Licensee and each exhibitor or sub-contractor within thirty (30) days after expiration of this License Agreement for the purpose of verifying the surcharge to be paid to ASM GLOBAL by said agent. In the event Licensee's agent fails to pay ASM GLOBAL any amount due hereunder, Licensee shall pay such amount to ASM GLOBAL upon submission of the documentation supporting a statement for the amount due ASM GLOBAL hereunder. All electrical, gas or water connections are to be installed by Licensee's designated, and ASM GLOBAL approved and contracted, utility service agent.
10. **Advertising:** Limitation on distribution: Licensee shall not distribute or circulate or permit to be circulated or distributed, any advertising material or program in or about the ASM GLOBAL common public areas, including the exterior and parking lots. This section is not intended to restrict the distribution of normal advertising material or product informational brochures from a designated meeting area or exhibit space.
11. **Television and Broadcasting:** No artistic performance or sporting event presented in the RSCC, RSLEC, REC, NBS, any ASM GLOBAL venue shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between Licensee and ASM GLOBAL respecting the times and media of such broadcast, additional compensation to ASM GLOBAL as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by Licensee. This section does not restrict the normal production of audio or video tapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.

12. **Copyright and Trademark Indemnification:** Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this License Agreement unless Licensee has previously obtained written permission from the copyright or trademark holder. Licensee acknowledges that Licensee acts under this License Agreement as an independent contractor, charged with the responsibility in his sole discretion for selection

Performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as he deems appropriate and that he undertake strict compliance with all laws respecting copyrights (Federal Copyright Law of 1989 – 17 U.S.C. 101), trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Licensee warrants their performance of this License Agreement will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group.

Licensee will indemnify, save and hold harmless ASM GLOBAL, RSCVA, Washoe County and their officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. At ASM GLOBAL's sole option, however, ASM GLOBAL may elect to deduct such copyright fees from the Event settlement and pay such licensing fees on behalf of the Licensee.

13. **Royalties and Claims:** Licensee agrees to pay when due, all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played staged or produced by the Licensee, its agents, employees, sub-Licensees or licensees upon or with the premises covered by this License Agreement, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Licensee agrees to hold harmless ASM GLOBAL, its agents and employees against any and all such claims or charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
14. **Environmental Compliance:** Licensee shall be responsible for the proper care, handling, security, removal and disposal of all hazardous materials entered upon all ASM GLOBAL Reno Facilities premises by Licensee, or its sub-Licensees, as required by current Environmental Protection Agency, or other applicable federal, state or local standards in effect at the time of occupancy. Upon request by ASM GLOBAL, Licensee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation or disposal of materials left on the premises will be paid by Licensee.
15. **Fire or Casualty:** Abatement; Termination: In the event any part of the Premises, as a result of damage by fire or other inconvenience or annoyance arising from any repair or restoration of any portion of the Premises as a result of any damage from fire or other casualty. ASM GLOBAL shall have no obligation to repair any equipment, furniture, fixtures, paneling, ceilings, carpets or other floor coverings, partitions, drapes or any personal property installed in or about the Premises by ASM GLOBAL or Licensee.
16. **Evacuation:** It is mutually agreed by and between the parties that in the event the RSCC, RSLEC, NBS, REC, any ASM GLOBAL venue or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for its successors and assigns, shall and does hereby release ASM GLOBAL, the RSCVA, Washoe County and all officials, officers, representatives, agents, employees and servant of the RSCVA or Washoe County from any and all liability for injury loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, excepting liability arising from sole negligent acts ASM GLOBAL, the RSCVA, Washoe County or their officers, employees and agents. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such agents, employees and servants from any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as the result of such evacuation or direction to evacuate, excepting liability arising from the sole negligent acts of ASM GLOBAL, the RSCVA, Washoe County or their officers, employees and agents. Under emergency circumstances, the President, CEO of the RSCVA or his designee shall assume complete control of the RSCC, RSLEC, REC and/or NBS. Every reasonable effort will be made by the RSCVA to notify Licensee of any pending action in regard to emergency evacuation.
17. **Objectionable Persons:** The RSCVA, through ASM GLOBAL's General Manager, and its agents and employees, reserves the right to eject any objectionable person or persons from the RSCC, RSLEC, REC or NBS, or any part thereof, if in the sole determination of ASM GLOBAL, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the General Manager of ASM GLOBAL, its agents or the appropriate law enforcement agency, Licensee specifically waives any right to any claim for damages against the RSCVA or ASM GLOBAL for such actions. Every reasonable effort will be made by ASM GLOBAL to notify Licensee of any pending action in regard to any cause to which this section applies.
18. **Disposal of Property:** In the event of the expiration of this License or other re-entry of the Premises by ASM GLOBAL as provided in this License, any property of Licensee not removed by Licensee, its sub-Licensees or contractors, upon the expiration of ASM GLOBAL upon the expiration of the term of this License, or within forty-eight (48) hours after a termination by reason of Licensee's default, shall be considered abandoned and ASM GLOBAL may remove any or all of such property and dispose of the same in any manner or store the same

in a public warehouse or elsewhere for the account of, and at the expense and risk of, Licensee. If Licensee shall fail to pay the costs of storing any such property after it has been stored for a period of thirty (30) days or more, ASM GLOBAL may sell any or all of such property at public or private sale, in such manner and at such places as ASM GLOBAL, in its sole discretion, may deem proper, without notice to or demand upon Licensee. In the event of such sale, ASM GLOBAL shall apply the proceeds thereof first to the cost and expense of sale including reasonable attorneys' fees; second to the repayment of the cost of removal and storage; third to the repayment of any other sums which may then or thereafter be due to ASM GLOBAL from Licensee under any of the terms of this License; and fourth, the balance, if any, to Licensee.

19. **Event Insurance:** Licensee shall at its own expense secure and maintain through the term of this Agreement, including move-in and move-out days, with an insurer or insurers maintaining at least an A VIII rating in the current A.M. Bests Manual, licensed to conduct business in the State of Nevada, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Licensee and/or ASM GLOBAL and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this Agreement.

(A) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury or death and property damage, including coverages for personal injury, contractual, and operation of mobile equipment, products and liquor and liability (if applicable);

(B) Workers' Compensation Insurance as required by Nevada law;

(C) Employer's Liability Insurance with limits not less than \$1,000,000 for each occurrence;

(D) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned and hired vehicles, including loading and unloading operators.

**Commercial General Liability and Automobile Liability Insurance policies required shall name as additional insureds: (i) RSCVA, (ii) ASM GLOBAL, (iii) City of Reno (iv) Washoe County (v) its Officers, Agents and Employees.**

**Certificates of Insurance:** Copies of additional insured endorsements and primary coverage endorsements and, if requested, complete copies of policies, satisfactory to ASM GLOBAL, shall be furnished to ASM GLOBAL no later than thirty (30) days before the first move-in day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without Thirty (30) days advance written notice to ASM GLOBAL. ASM GLOBAL herein confirms that it carries insurance as required by the City of Reno and Washoe County.

ASM GLOBAL reserves the right to purchase MVP Insurance (event insurance) on behalf of the Licensee if the Licensee has failed to provide proof of insurance within seventy-two (72) hours of the start time of its event. ASM GLOBAL shall invoice the Licensee for the total charges of the MVP Insurance and Licensee agrees that it will assume responsibility for purchased insurance and pay all charges within 10 business days of receipt of the invoice.

20. **Liquidated Damages/Cancellation:** If Licensee cancels any Leased Space, except for reasons of Force Majeure, covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages: Any cancellation should be done with written notice, no later than Thirty (30) days prior to the move-in date of the event.
- A. IF LICENSEE CANCELS MORE THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, TWENTY FIVE PERCENT (25%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
  - B. IF LICENSEE CANCELS MORE THAN SIX (6) MONTHS BUT LESS THAN ONE (1) YEAR BEFORE THE FIRST SCHEDULED DAY OF THE EVENT, SIXTY PERCENT (60%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.
  - C. IF LICENSEE CANCELS LESS THAN SIX (6) MONTHS BEFORE THE FIRST SCHEDULED DAY OF THE EVENT OR IS IN DEFAULT OF ANY OF THE TERMS OF THIS AGREEMENT, ONE HUNDRED PERCENT (100%) OF THE LICENSE FEE SHOWN IN (EXHIBIT "B") SHALL BE PAYABLE TO ASM GLOBAL AS LIQUIDATED DAMAGES WITHIN TEN (10) DAYS OF INVOICE.

21. **Force Majeure:** The performance of this Agreement by either party is subject to any act, event or occurrence the reasonable control of the parties, in the event of a Force Majeure. For purposes of this Agreement, a Force Majeure is any, acts of God, terrorism, war (whether declared or otherwise), forces of nature, government regulations or advisories, disaster, threatened or actual strikes (other than strikes of venue's employees), civil disorders, curtailment of transportation facilities due to governmental order preventing or delaying at least 35% of the contracted participants from attending the Event, political or social disturbance or outbreaks of Public Health Emergency of International Concern (PHEI), disease, epidemics, or pandemics, limited to those declared by the World Health Organization where the venue is located ("Force Majeure Event") that would make the event impossible, illegal, commercially impractical or ill-advised.

This Agreement may be terminated without penalty for and Force Majeure Event by written notice from one party to the other. In the event of a Force Majeure Event, the organizer in its sole discretion is allowed to reschedule the dates of the Event with the already paid deposit allocated to the new dates mutually agreed by both parties. If the licensor is unable to provide the venue to the organizer on a mutually

agreed rescheduled event date, the venue will refund all advance deposits received by the organizer less any preparation cost incurred by the venue for the preparation of the event prior to the termination. Refunds will be made within thirty (30) days after the official termination notice is received.

22. **Indemnification:** Licensee agrees to indemnify, hold harmless and defend ASM GLOBAL, the RSCVA, Washoe County, the City of Reno and their respective Members, Officers, Directors, Agents and Employees ("INDEMNITEES") from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) on account of personal injury, death or damage to or loss of property or profits arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance of Licensee or its Employees, Agents, Service Contractors, Exhibitors or Attendees or any other person entering the ASM GLOBAL with the implied or express permission of Licensee. If Licensee's use of the Leased Space results in an increase in the insurance premium for the ASM GLOBAL during the term of the Event, Licensee shall be responsible for payment of this increase that is applicable during the term of the Event. Such indemnification by Licensee shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of ASM GLOBAL, the City of Reno, their respective Members, Officers, Agents or Employees.
23. **Waiver of Subrogation:** Licensee and ASM GLOBAL hereby waive any and every claim which arises, or may arise, in its favor and against ASM GLOBAL or the Licensee during the term of this Agreement or any extension or renewal hereof for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of Licensee.
24. **Waiver of Claims/Property:** Licensee assumes full responsibility to safeguard display booths, advertising material, goods held for display or sale and all other property, owned or used by Licensee or any of its Service Contractors, Exhibitors or Attendees. Licensee hereby waives any claims against ASM GLOBAL and the persons and Indemnitees described in Section 22 for damage to or loss of the property enumerated above, unless such damage or loss results from the sole negligence, gross negligence or willful misconduct of ASM GLOBAL, the RSCVA, Washoe County, the City of Reno, its respective Members, Officers, Agents and Employees.
25. **Default:** Licensee shall be in default under this Agreement if any of the following Occur: (i) Licensee fails to pay any amount due hereunder (including, without limitations, payment of fees and maintenance of required insurance) when the same are required to be paid hereunder, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in the Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default and prior to the first day of occupancy, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any material terms, covenant, or conditions contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time, if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees or agents of such other term, covenant, or condition is such that it threatens the health, welfare or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days and or immediately. In no event will ASM GLOBAL be liable to Licensee for any damages caused by termination of this Agreement.
- If the breach is not cured within five (5) business days after receipt of such written notice and prior to the first day of occupancy, the non-defaulting party may terminate this License Agreement without penalty.
26. **Suit to Enforce:** If either party institutes suit or other proceeding against the other party for the fees provided herein or otherwise to enforce or seek damages with respect to a default under this Agreement, the prevailing party shall be entitled to recover all damages provided by law or under this Agreement and, in addition, all costs and reasonable attorney's fees.
27. **Service Contractors:** Licensee assumes full responsibility for all acts of commission or omissions by Licensee's Service Contractors providing services to Licensee and its Exhibitors and Attendees. Licensee will assure that such Service Contractors will fully comply with all terms and conditions of ASM GLOBAL's Rules and Regulations and will be financially responsible for any non-compliance by Licensee's Service Contractors. Licensee is responsible for designating a check-in area for Licensee's Service Contractors.
- If licensee uses outside vendors/contractors, they must be forklift and aerial lift certified and provide that certification to ASM GLOBAL prior to using any ASM GLOBAL equipment and must follow all OSHA guidelines in their use.
28. **Non-Exclusive Use:** ASM GLOBAL shall have the right to use or permit the use of any portion of the facilities not granted to Licensee under this Agreement to any person, firm, or entity regardless of the nature of the use of such other space. This right shall be at the sole discretion of ASM GLOBAL. Upon request, ASM GLOBAL will provide a list of other users scheduled in the Center during the term of the Event.
29. **Priority Booking Clause:** In compliance with the booking policy of the RSCVA as adopted by ASM GLOBAL, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement is flexible, up to 18 months prior to the COVID-19 Testing If the RSCVA attracts a new Event to the City of Reno/ Washoe County utilizing the ASM GLOBAL Reno Facilities and that also generates hotel-room nights for the RSCVA/City of Reno/ Washoe County; the combined economic impact of the new event, must exceed the COVID-19

Testing revenues generated to ASM GLOBAL. The new event's combined economic impact will include anticipated sales tax, hotel/occupancy tax, and ASM GLOBAL facility revenues, based on verifiable historical data from two venues/cities in which the event has previously occurred. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move the event per this license agreement, to a date pattern that would accommodate the new hotel-room night generating event.

30. **Food & Beverage:** All food & beverage events must be performed by SAVOR... the facility's exclusive in-house food and beverage provider. The exclusive caterer may utilize any unused space within the facilities for this purpose. No Food or Beverage of any kind will be permitted to be brought into the facilities by the Licensee's respective officers, directors, officials, employees, agents, volunteers, guests or invitees.
- A. Menu pricing, equipment rentals, specialty linen and other food and beverage special services are not guaranteed until the execution of a separate signed contract with SAVOR... Guaranteed attendance numbers must be provided to ASM GLOBAL no later than five (5) business days prior to the event. If the Licensee does not provide the guaranteed number, in writing, by the required date, ASM GLOBAL will use the expected attendance number listed in the SAVOR contract.
  - B. A bartender fee of One-Hundred and Fifty dollars (\$150.00) per bar shall apply for all bar services requested. The bartender fee shall be waived if the bar exceeds sales of Seven-Hundred dollars (\$700.00) per bar. All bar service charges are subject to local and state sales tax and/or service fee. ASM GLOBAL practices responsible alcohol service and therefore reserves the right to refuse alcohol service to anyone, including the right to terminate the service of alcoholic beverages of the event if deemed necessary by ASM GLOBAL.
  - C. A minimum of Five Hundred dollars (\$500.00), in Concession Sales in all facilities needs to be exceeded or the difference will be assessed on the final bill.
  - D. A twenty (20%) percent service charge will be applied to all catered food and beverage sales, including alcohol. All other local and state taxes will be charged at the prevailing rate to all catered, non-alcoholic and alcoholic beverages, labor and service charges. The service charge is not taxable under Nevada State Law.
  - E. A deposit equal to fifty (50%) percent of the total amount of the catering service based on the SAVOR contract is due fourteen (14) business days prior to the event date to ensure service. The remaining balance is due five (5) business days prior to the event when guaranteed attendance numbers are due. Any on-site additions or replenishments of the contracted services will be reflected on the Catering Summary provided at the conclusion of the event. A guaranteed payment is required for all functions. Licensee may finalize its account by Company Check, Cashier's Check, Visa, MasterCard or cash. Any credit card charge will be charged a 3% processing fee. However, only cash, a Cashier's Check or Money Order will be accepted inside 72-hours of the start of the event.
  - F. If the catering function is cancelled fourteen (14) days or more prior to the event, a fee of twenty-five (25%) of the total contracted catering service will apply. If the catering function is cancelled less than fourteen (14) but more than five (5) business days prior to the event, a fee of seventy-five (75%) percent of the total contracted catering services will apply. Any catering cancelled five (5) days or less prior to the event would incur a fee equal to one hundred (100%) percent of the contracted catering services.
31. **ASM GLOBAL's Right of Entry:** In permitting the use of the Leased Space hereinbefore mentioned, ASM GLOBAL does not relinquish and does hereby retain the right to enforce all Rules and Regulations and all Public Safety and Emergency Response Plans for the efficient management and operation of the Leased Space. Duly authorized Representatives of ASM GLOBAL and may enter any and all Leased Areas in his/her normal course of business or in an emergency involving loss of life or the City of Reno, property or to make emergency repairs that ASM GLOBAL deems to be necessary in its reasonable judgment for the safety and well-being of its employees and invitees at any time and on any occasion without restrictions whatsoever. Licensee shall at all times be subject to ASM GLOBAL's right to control. In no event will ASM GLOBAL or the City of Reno be liable to Licensee for consequential damages or lost profits as a result of this right. If it is mutually determined that any injury, damage or loss of property to Licensee occurs as a result of the sole negligence, gross negligence or willful misconduct of representatives of ASM GLOBAL and the City of Reno entering the Leased Space, Licensee will be entitled to recover damages if, and only if, Licensee has complied with all ASM GLOBAL Building Rules and Regulations and Reno's Fire Regulations and ASM GLOBAL's Emergency Response Plan. This right of entry will not in any way limit Licensee's right of quiet enjoyment and peaceful use of the Licensed premises free from unnecessary interference.
- ASM GLOBAL will provide written notice of changes to Building Rules and Regulations as they are made.
32. **ADA Compliance:** ASM GLOBAL shall be responsible for ensuring that access into the ASM GLOBAL complies with the American With Disabilities Act ("ADA"). ASM GLOBAL shall also be responsible for ensuring to the extent possible that the common areas inside the ASM GLOBAL (i.e. elevator access, ramp access, restrooms) are accessible to, and usable by, individuals with disabilities. Licensee shall be responsible for ensuring that the Leased Space granted to Licensee by ASM GLOBAL complies in all respects with the ADA, including accessibility, usability and configuration. Licensee shall also be responsible for providing auxiliary aids and services such as wheelchairs, braille programs and materials, sign language interpreters, assisted hearing, TDD telephones and ramping for any programming of Event, and for ensuring that the policies, practices and procedures Licensee applies in its use and occupancy of the Leased Space are in



compliance with the ADA. Should temporary sets, stage design, event platforms or other event related structures require additional or the relocation of ADA equipment or services, Licensee shall be responsible for providing such additional or the relocation of said equipment or services.

33. **Venue:** This Agreement will be governed by law of the State of Nevada. The venue for any dispute arising out of this Agreement will be in the City of Reno and Washoe County, Nevada.
34. **Non-Discrimination:** During the term and for the purpose of this Event, Licensee and ASM GLOBAL agree not to discriminate against any Event employee or any Event applicant for employment because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, military status, mental disability, religion or national origin and further agrees not to discriminate for the same aforementioned reasons against any Event Attendees in connection with admission, services or privileges offered to or enjoyed by the general public. Licensee and ASM GLOBAL will also enforce the foregoing provision in connection with all employees, agents and all Service Contractors hereunder.
35. **Cumulative Remedies:** All rights, powers and privileges conferred hereunder upon ASM GLOBAL shall be cumulative and shall not be restricted to those given by law.
36. **Entire Agreement:** This document contains the complete and exclusive Agreement between the parties, and it is intended to be a final expression of their Agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party has relied upon its own examination of the full Agreement and the provisions thereof and the counsel of its own advisors, and the warranties, representation, and covenants expressly contained in the Agreement itself. No modification or amendment of this Agreement shall be in force or effect unless in writing executed by all parties hereto.
37. **Notices:** Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing and delivered personally or sent by registered or certified mail or by overnight courier service as follows:

To ASM GLOBAL: ASM GLOBAL Reno  
Attention: General Manager  
4590 South Virginia Street, Reno, Nevada 89502

To Licensee: At the office designated on Page 1 of this Agreement.

Mailed notice shall be deemed to have been given upon the deposit of the same in any United States mail post office box, with postage prepaid, addressed as set forth above. The addresses for the purpose of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until written notice is received, the last address stated herein shall be deemed to continue in effect for all purposes hereunder.

38. **Warranty of Habitability and Normal Usage:** ASM GLOBAL will provide the function space described in this License Agreement to Licensee in a habitable condition, allowing for normal wear and tear, and suitable for holding a convention. This warranty will extend to all equipment and utilities of ASM GLOBAL that are included in the License Agreement.
39. **Remodeling/Construction:** If a remodeling/construction project is scheduled during the Event, ASM GLOBAL does not anticipate that remodeling/construction will present any significant interference with the Event, some impact from noise or similar interruption is possible.

Potential remodeling/construction project will have in place procedures to monitor and control noise and dust. ASM GLOBAL shall use its best efforts to mitigate any disruption and agrees to limit construction noise within the Leased Space. In no event, however, will ASM GLOBAL be liable for any consequential damages to the Licensee, including claims for lost or reduced income resulting from the interference or disturbance.

ASM GLOBAL's liability, if any, shall be limited to a return of the License Fee for any period of time that Licensee is unable to use the Leased Space because of this interference or disturbance. ASM GLOBAL will inform Licensee in writing of any scheduled remodeling as soon as ASM GLOBAL is informed.

**APPROVAL OF CONTRACT:**

This Agreement is not binding upon ASM GLOBAL until signed on behalf of the ASM GLOBAL's General Manager. It will be effective on the date signed by the ASM GLOBAL's General Manager.

**EXECUTED:**

ASM GLOBAL

Washoe County Health District

Licensee

By:

  
Michael Day, General Manager

By:



Title:

Kevin Dick

Date:

20-JUL-2020

Date:

7/23/2020

Chair

Washoe County Commission

Date:

## EXHIBIT "A" TO LICENSE AGREEMENT

Washoe County Health District

COVID-19 Testing

Contact: Andrea Esp

Phone: 775.326.6042

Email: AEsp@washoecounty.us

| Area              | Day       | Date                | Time               | Purpose |
|-------------------|-----------|---------------------|--------------------|---------|
| South Parking Lot | Monday    | 06/08/20 - 06/30/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Wednesday | 07/01/20 - 07/31/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Saturday  | 08/01/20 - 08/31/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Tuesday   | 09/01/20 - 09/30/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Thursday  | 10/01/20 - 10/31/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Sunday    | 11/01/20 - 11/30/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Tuesday   | 12/01/20 - 12/31/20 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Friday    | 01/01/21 - 01/31/21 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Monday    | 02/01/21 - 02/28/21 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Monday    | 03/01/21 - 03/31/21 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Saturday  | 05/01/21 - 05/31/21 | 7:00 AM - 11:59 PM | Event   |
| South Parking Lot | Tuesday   | 06/01/21 - 06/21/21 | 7:00 AM - 11:59 PM | Event   |

ASM GLOBAL reserves the right to demand the balance of estimated expenses, 10 days prior to the event if box office ticket sales do not cover estimated expenses as noted on Exhibit B.

## **EXHIBIT "B" FINANCIAL SUMMARY REPORT**

Washoe County Health District

COVID-19 Testing

Contact: Andrea Esp

Phone: 775.326.6042

Email: AEsp@washoecounty.us

Event Date(s): 6/8/2020 - 6/21/2021

RSCC , South Parking Lot is subject to decrease if number falls below 378000

1. License Fee, Equipment and Service Expenses as required or requested for your event:

| Department              | Subtotal            | Discount(s)   | Service Charge(s) | Tax           | Total               |
|-------------------------|---------------------|---------------|-------------------|---------------|---------------------|
| Rental                  | \$0.00              | \$0.00        | \$0.00            | \$0.00        | \$0.00              |
| Events Labor            | \$84,240.00         | \$0.00        | \$0.00            | \$0.00        | \$84,240.00         |
| Fuel & Maintenance Fees | \$6,750.00          | \$0.00        | \$0.00            | \$0.00        | \$6,750.00          |
| Operations Labor        | \$235,872.00        | \$0.00        | \$0.00            | \$0.00        | \$235,872.00        |
| <b>TOTALS</b>           | <b>\$326,862.00</b> | <b>\$0.00</b> | <b>\$0.00</b>     | <b>\$0.00</b> | <b>\$326,862.00</b> |

*Additional charges will be incurred for any items not referenced above such as, but not limited to:*

*Event Insurance , Additional AV equipment, AV tech time, Wi-Fi Packages, Digital Advertising, Power Drop, Room Resets, Staging, Dance floor, Electronic Signage, Marquee , Pipe & Drape, Security, Keys, Radios, Dumpsters, Cleaning Fees, Parking, Catering and Water Service*

**Proposal should not be considered the total cost for your event.**

**Should you require additional equipment and services, these will be invoiced after the event.**

2. **Payment of License Fee**, plus additional costs as outlined in **Exhibit B** of the License Agreement shall be paid in accordance with the following terms:

**a) Payment Schedule**

Invoiced each month

**Payment Due Date**

Due 30 days net

A If paying by check, please make out to: ASM GLOBAL Reno and reference your event name and date on the check.

B Please note that actual event expenses may differ from the original Proposal. Added charges will apply for additional equipment or service expenses as required or requested and will be billed after the event.

C We accept Visa, MasterCard, Discover and American Express, a 3% fee will apply.

D Any outstanding balance will be due 10 days upon receipt of ASM GLOBAL Reno invoice.