Dragon Lights Reno A G R E E M E N T

THIS AGREEMENT, made effective as of this _____ day of _____, 2024, by and between Tianyu Arts and Culture, Inc. hereinafter "Promoter," and the County of Washoe on behalf of its Regional Parks and Open Space Department, hereinafter "County."

W I T N E S E T H

WHEREAS, Promoter desires to hold an event called "Dragon Lights Reno," hereinafter "Event," which will involve 8 weeks of a consecutive Chinese Lantern Festival to include illuminated lanterns each evening throughout the May Arboretum and Botanical Garden and a portion of Rancho San Rafael Park; and

WHEREAS, County owns and operates a public park facility known as Washoe County Rancho San Rafael Regional Park, hereinafter "Park," which is suitable for the needs of Promoter; and

WHEREAS, County is willing to allow Promoter to use a portion of the Park for the Event from September 27 – November 30;

NOW THEREFORE, the parties agree as follows:

1. **Right to Use Park**. Promoter shall have the exclusive right to use that portion of the Park designated on the map attached hereto as "Exhibit A," as "Reserved Area," for the purpose of holding the Event upon the conditions set forth herein. It is acknowledged that other portions of the Park may be used simultaneously by other parties and the Promoter's use shall not interfere with such other use.

2. **Access and Parking.** Vehicles will be allowed on those areas not designated as parking areas only for the purpose of loading in lanterns and equipment to be used in the Event and to place and servicing them.
    a. Promoter and its participants will be allowed access to the Park at times when the Park is otherwise closed in order to conduct the event beyond park hours, provided that uniformed security is posted at the Park entrance after the regular closing hour. The Washoe County Department of Community Services Director may, at his discretion, require an identification card or other type of pass to be issued by Promoter to participants in this Event.
    b. Parking by participants shall be in the Coleman Parking Lot on site as well as off-site. The parking plan must be approved by County 90 days in advance of Event.
3. **Responsibilities of Promoter**. Promoter shall provide the following:
    a. Promoter shall obtain all necessary licenses and permits required by applicable agencies to conduct the Event and shall provide written proof of such licenses and permits to the County prior to commencement of the Event. Applicant shall meet with the Washoe County Department of Community Services to determine the licenses and permits required by that agency. Promoter shall provide such restrooms and sanitary facilities as are required by the, Northern Nevada Public Health.
    b. Promoter will be responsible to protect the Park and keep it clean and, at the conclusion of the Event each evening/morning, will return the property to its original condition, normal wear and tear expected.

c. Promoter shall be responsible to coordinate the field layout with the park and arboretum staff, including the concession area. Promoter will provide County with a preliminary layout and obtain approval from County before layout is created.

d. Promoter purchases all the material for the lanterns and prepares electric cables needed for power supply inside the lanterns.

e. Promoter undertakes shipping the materials from inland China or other locations in the United States to _Reno, NV_ and the related insurance for the transportation. Promoter is responsible for the right documents to ensure the smooth custom clearance of the containers.

f. Promoter undertakes the visa application process and fees, domestic and international traveling costs and insurance fees of all the Chinese artists, and is fully responsible for obtaining visas for the Chinese staff, workers, artisans, and performers.

g. Promoter pays compensations of all Chinese artists, and for all other Chinese staff members' visa fees, salaries, domestic and international travel fees, and food costs.

h. Promoter pays the visa fees, domestic and international travel fees, performance compensations, and food costs for all the performers and handicraftsmen, if performances are included in the festival.

i. Promoter provides local accommodation and local work-related transportations for its artists and staff members.

j. Promoter undertakes the customs clearance, freight & delivery and unloading device for transporting the containers to the venue.

k. Promoter shall be responsible for any and all setup for event functions to include design, manufacturing, installation, maintenance and dismantling work of the exhibition.

l. Promoter shall provide a minimum of ten (10) individuals over the age of eighteen (18) for the purpose of directing vehicle traffic, maintaining foot traffic control within the event, way finding, assistance with ADA visitors, trash removal, restroom checks and cleaning and litter patrol from 5:00 p.m. to10:30 p.m. Sunday through Saturday. These attendants must be equipped with one flashlight and reflective vest per person, the cost of which to be borne by Promoter. All parties will agree upon event staff positions and staffing levels of each function.

m. Promoter shall furnish the following security:

   i. One armed security at the ticket booth; and

   ii. One unarmed security guard at the entrance/exit gate of the park from Park closing hours until one half hour after festival closes.

n. Promoter shall provide two staff at Museum parking lot gates and at the Washington Street/Rancho San Rafael Drive intersection during any Museum event for traffic control and direction.

o. Promoter shall provide a minimum of two (2) people to assist in the cleanup of Park grounds each evening/morning after the event. Cleanup shall include litter pickup, emptying garbage cans, and loading garbage and recyclables into appropriate dumpsters.

p. Promoter will have one event staff person from promoter's company for the entire Event, including set-up, all consecutive days of Event, and break

down. This staff person must be bi-lingual to assist with artisan set-up and take-down.

q. Promoter shall be fully responsible for the security of their equipment, structures, supplies and venues throughout the Event, including set up and take down for the Event and during the Event itself, and will provide uniformed security to the extent necessary during the Event.

r. All Promoter improvements required for the successful completion of the Event shall be Promoter's responsibility and must be authorized in writing by the County's designee.

s. Promoter will be responsible to inspect the area of the Park being used by it before it accepts said area from County. Promoter will either notify County of any such hazard(s), and/or take steps to eliminate such hazards which it is reasonably able to fix when presented to it in said area during the inspection. If Promoter is able to, it will take steps to eliminate such hazards presented to it which are necessary to adequately protect Promoter's users of said portion of the Park, without affecting that portion of the Park's normal use. If hazard(s) are identified by Promoter during its initial inspection, it will take reasonable steps to protect its users of said portion of the Park from hazards by either the installation of barricades, coverings, or warning signs. Inspection of and acceptance of the area of the Park being used for the Event by Promoter, without first providing notice to County of said hazard, constitutes waiver of any subsequent claim(s) related to the condition of that area of the Park being used by Promoter, for which Promoter knew about without first notifying County, or which they

could have reasonably discovered during the initial inspection of the Park prior to acceptance of the area of the Park.

t. Promoter shall provide dumpsters as deemed necessary and agreed by County. Promoter shall be responsible for providing any additional trash receptacles and liners for receptacles.

u. Promoter shall be responsible for arranging for recycling collection services for vendors and attendees. The following items will be collected:

   Beverage containers – plastic bottles, aluminum cans

   Packaging material – cardboard boxes, boxboard, and clean paper

   Promoter agrees to arrange for portable recycling containers next to trash cans, and service the containers as necessary. Appropriate signage for vendors and attendees should be set up to provide notice of where to place recyclables.

v. Promoter shall provide the necessary ample lighting as deemed necessary and agreed upon by County for safe access by spectators to and from the event.

w. Promoter shall be responsible for the energy costs on site that are used by the lantern festival during installation, exhibition, maintenance, and takedown periods. Promoter provides generators with cables for the lantern groups, if needed.

x. Promoter provides heavy equipment such as forklift, manual lift, etc., that are allowed on site at the venue for the lantern installation and takedown when needed. The promoter will provide tire protection with plywood when

driving on turf areas during the installation with plywood protection placed around trees, shrubs and lawn.

[redacted]Promoter will provide power supply reaching the power demands of promoter to be extended to the distribution box of each lantern group, beyond any limited supply County may have on site. The horticulturist will assist with location of any mobile power source in the gardens.

z. Promoter shall follow the direction of the May Arboretum Horticulturist with respect to use and protection of the May Arboretum and Botanical Garden.

aa. Ticket sales and ticket checking will be carried out by Promoter. All cash receipts shall be promptly secured and accounted for by Promoter according to procedures approved by all parties and in accordance with County cash handling policies.

bb. County and Promoter shall pay their own taxes based on its income distribution proportion which may include entertainment tax.

cc. As agreed by all Parties, the entrance fee will be $20 U.S. dollars for adult and $15 U.S. dollars for child, excluding sales/admission taxes and credit card fees. Ticket prices are subject to change as agreed upon in advance among all Parties. Discounts for seniors, military, students would be available on weekdays. Each member of the May Arboretum Society shall receive a discount of $5 per ticket for up to four tickets.

dd. As agreed by all Parties ticketed event times will be 5:30 p.m. to 9:30 p.m., Sunday through Thursday, and 5:30 p.m. to 10 :00 p.m. Friday and Saturday and holidays during the entire duration of the Event. Ticketed event times can change if agreed upon by all Parties in advance.

ee. As agreed by all Parties, the Wilbur May Arboretum and Botanical Garden will remain open and free to the general public from approximately 8:00 a.m. to the ticketed event start time, daily throughout the event. County may close specific areas of the Wilbur May Arboretum and Botanical Garden or Rancho San Rafael Park for set-up, tear-down, maintenance, or other activities as deemed necessary.

ff. All parties have the ability to create programming within Rancho San Rafael Park that complements Dragon Lights Reno, subject to written approval by all parties.

gg. All parties agree that daily ticket sales shall not exceed 4,500 attendees. Daily ticket sales will be monitored closely and attendance numbers will be provided to County upon request. If at any time daily ticket sales exceed the ability of Promoter to manage the crowds effectively, County, at its sole discretion, has the ability to limit ticket sales to an appropriate number to ensure public safety, a positive experience and to not exceed the reasonable capacity of the venue. Ticket sales may break into time slots to solve capacity problem.

hh. County shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for County to provide additional services not otherwise described herein, or if County provides any additional services requested by Promoter, Promoter agrees to pay County its customary charge for such services.

ii. Promoter shall not commence any setup before 8am on Tuesday, September 10, 2024.

jj. Promoter shall remove, or have removed, from the park all equipment, concessions, and/or other event items no later than 5:00 p.m. on Saturday, December 14, 2024. If Promoter does not have all equipment, concessions or other event items removed by 5:00 p.m. on Saturday, December 14, 2024, a fee of 10% of the contract amount will be charged as a late fee. An additional 10% of the contract amount will be charged per day for every day thereafter until all Event structures are removed and cleanup is complete.

kk. Promoter shall pay for any damages incurred beyond normal wear and tear from the event such as hardscape, utilities, irrigation, plant material, etc. on Park property. Promoter shall cover the costs accrued from both internal and external contractors. County has the right to utilize outside contractors in making repairs to the Park. The Promoter shall be responsible for the full cost of repairs, including labor, materials, plant health, and any applicable permits or fees.

4. **Services by Parks**. County shall provide the following:

County staff will open the Arboretum and Park gates each morning to allow visitors free daytime access to the Event except for Saturday and Sundays. County will provide access to Park and work closely with Promoter and MAS to ensure the success of the Event.

5. **Advertising and Promotion.**

Promoter will be solely responsible for any advertising or promotion of the Event, provided that any advertising or promotion shall refer to the location as "Washoe County's Wilbur D. May Arboretum and Botanical Garden located within Rancho San

Rafael Regional Park." Promoter agrees that any such advertising or promotion shall give Washoe County first and prominent placement of its logo and name upon any and all material, including print, digital, web-based, etc.

6. **Concession.**

   a. Promoter shall provide and have concession rights as to all food, non-alcoholic beverage and souvenir items sold in that portion of the Park used for the Event. Washoe County Regional Parks retains the rights to provide food and beverage at times and locations during the event as not to impede or interfere with those of the event organizers. All parties will agree upon the split of food/beverage sales to be determined with each specific vendor.

   b. Promoter will sell cultural merchandises from China and cultural handicrafts made by its handicraftsmen at the festival. Promoter will keep all sales revenue from its own merchandise and handicrafts. All merchandise and handicrafts require prior review and approval by County.

   c. Promoter shall be responsible for assigning locations for concessions with approval from the County. Concession vendors providing such services must first be approved by the County and have all application permits and licenses.

7. **Cancellation**. If the Event is cancelled for any reason other than the failure of County to perform its obligation, Promoter shall be responsible to reimburse County for its expenses and any loss of income it incurs due to the rental of pavilions and buildings which could have been otherwise used had Promoter not reserved the Park.

8. **Indemnification and Insurance.** Washoe County has established specific indemnification and insurance requirements for organizations using County facilities or property. Indemnification and hold harmless clauses are intended to assure that the organization accepts and is able to pay for the loss or liability related to its activities. Attention is directed to the insurance requirements below. It is highly recommended that Promoter confer with their respective insurance carriers or brokers to determine in advance of the availability of insurance coverage and notification requirements as prescribed and provided for herein.

Indemnification Agreement: Promoter agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to Promoter 's property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Promoter, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of County premises or by others under the direction, supervision, or invitation of Promoter. In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers not defended by Promoter or Promoter's insurance carrier, Promoter shall reimburse County at the conclusion of litigation for costs of County personnel in defending such actions, unless litigation determines that County was solely negligent. Reimbursement for the time spent by such

personnel shall be at the rate which would be charged for such services by private counsel.

General Requirements: Promoter shall purchase Workers' Compensation Insurance and General Liability as described below. The cost of such insurance shall be borne by Promoter.

Workers' Compensation Insurance: It is understood and agreed that there shall be no Workers' Compensation Insurance coverage provided for Promoter by the County. Promoter must purchase Workers' Compensation for their employees. Promoter is to require all subcontractors, to provide coverage and agrees to hold harmless, indemnify and defend County from and against any claim filed by any Promoter, its employees or volunteers for claims covered by Workers' Compensation Insurance.

Limits of Insurance:

a. General Liability: $2,000,000 combined single limit per occurrence. $2,000,000 annual aggregate for bodily injury, personal injury and property damage. The limit provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent, loss or party. All liability coverage shall be on an "occurrence" basis.
b. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County Risk Management Division. 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 executing the underlying agreement. Any changes to the deductibles or self-insured retentions made

during the term of this Agreement or during the term of any policy, must be approved by the County Risk Manager prior to the change taking effect.

c. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

i. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of Promoter; products and completed operations of Promoter; premises owned, occupied or used by Promoter; or automobiles owned, leased, hired or borrowed by Promoter. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officer, officials, employees or volunteers.

ii. Under the property damage coverage provided by the insurance contract, it is understood that with respect to damage to County property by Promoter or by others under the direction, supervision, auspices or invitation of Promoter will be covered by the policy without regard to the County being an insured and the operation care custody and control exclusion.

iii. The full limits of liability provided by this policy including any general aggregate limit will apply separately to this event.

iv. Promoter's insurance coverage shall be primary insurance as respects the County its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officer, officials, employees, or volunteers shall be excess of Promoter's insurance and shall not contribute with it in any way.

v. Any failure to comply with reporting provisions of the policies shall not

effect coverage provided to the County its officers, officials, employees or volunteers.

vi. Promoter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

vi. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

d. Verification of Coverage: Promoter shall furnish the County with original endorsements effecting coverage and with certificates for all insurance required by this contract. The endorsements and certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County thirty (30) days prior to the event. The County reserves the right to require complete certified copies of all required insurance policies at any time.

9. **Termination.** County shall have the right to terminate this Agreement and require immediate vacation of the premises in the event Promoter fails to comply with all the terms of this Agreement or any applicable federal, state, county or city laws, ordinances or rules. Any such termination shall be effective upon written notice sent from County to Promoter. Promoter's obligations, including

but not limited to restoration, cleanup, and removal of equipment will remain in effect in the event of a termination.

10. **Governing Law.** The Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance. Any lawsuit arising out of this Agreement shall be brought in the Second Judicial District for the State of Nevada.

11. **Attorney Fees.** In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall also recover reasonable attorneys' fees and costs of suit. Any legal action will be brought in the Second Judicial District for the State of Nevada. This Agreement is governed by the laws of the State of Nevada. County does not waive and intends to assert any and all applicable NRS Chapter 41 liability limitations.

12. **Assignment.** This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.

13. **Modification.** This Agreement may be modified in writing and signed by both parties.

14. **Severability.** Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

15. **Entire Agreement.** This Agreement and references exhibit incorporated herein constitutes the entire agreement between the parties with regard to the

subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

16. **Renewal.** In the event Promoter successfully performs and complies with all the conditions of this Agreement, and the County determines that holding the event is in the best interest of the County, the Purchasing and Contracts Administrator shall have the right to renew this Agreement with possible revisions as specified by the County for future years of 2025 and 2026, provided that any additional park enhancement support as specified in Paragraph 15 will be renegotiated and the dates will be subject to prior commitment. Promoter and County have the right to not renew the agreement and discontinue the following year's festival based on festival performance and/or the overall condition of the arboretum after the event. The party that does not want to renew the agreement shall notify the other party in writing no later than three months after the Event.

17. **Income Distribution.** For 2024, income distribution is the same as 2023: Income for admission revenue up to $1,000,000, 10% to the County; for revenue over $1,000,000 (from $1,000,001 and up), 15% to the County.
For 2025 and 2026: Should ticket sales in 2024 be equal to or greater than 2023, promoter agrees to pay 15% of **total** gross ticket sales beginning in 2025 and ending in 2026.
Settlements of ticketing revenues will be processed every three weeks. All payments to County shall be made payable to Washoe County and the May Arboretum and Botanical Garden Restricted Fund. Income for admission

revenue up to $1,000,000, 10% to the County; for revenue over $1,000,000 (from $1,000,001 and up), 15% to the County.

18. **Exclusivity**. The Promoter hereby grants County the exclusive right for three years from the effective date of this Agreement to host all Chinese Lantern Festivals to be produced by Promoter in Northern Nevada. County hereby commits to work with Promoter exclusively on all Chinese lantern festivals for a period of three years from the effective date of this Agreement. If the Promoter and the County decide to terminate the Agreement for all remaining future years within the three-year period of exclusivity, the other party has the right to continue the festival with another venue in Northern Nevada or with another lantern company. This agreement supersedes any prior agreements.

19. **Force Majure.** Neither party shall be held responsible for failure or delay to perform all or any part of this contract due to flood, fire, earthquake, drought, war, visa delay or visa rejections due to current unpredictable U.S. immigration policies, or similar force majeure which could not be predicted, controlled, avoided or overcome by the respective Pary. A Party affected by an event of force majeure shall inform the other Party of its occurrence in writing as soon as possible and thereafter and a certificate of the event issued by the relevant authorities or other reasonable confirmation to the other Party within 15 days after its occurrence.

20. **Authority.** Promoter represents and warrants that the signature block below for Promotor accurately describes Promoter 's current ownership, partnership, agencies or representatives and capacities, that each such entity, including Promoter, has by proper action pursuant to each entity's respective

formation documents duly authorized the execution of this Agreement or duly delegated such authority to a lawful representative, and that there exists no contractual or legal impediments to the execution and performance required hereunder by Promoter.

21. **Waiver.** Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA
Acting by and through its
Board of County Commissioners

By _____
Alexis Hill, Chairman

ATTEST:

By _____
County Clerk

Tinayu Arts and Culture, INC.

By _____
Bin Zhu, Director

Exhibit A – Reserved Area