

AGENCY PARTICIPATION AGREEMENT

This AGENCY PARTICIPATION AGREEMENT (this “Agreement”) is made by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the “RDA”) and CB EVENTS, LLC (“Promoter”). The City and the Promoter Owners are sometimes collectively referred to herein as the “Parties.”

This Agreement is effective on the date signed by all Parties, provided that the date signed by the last party is within thirty (30) calendar days of the first party (the “Effective Date”).

RECITALS

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the “Redevelopment Area”) as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Promoter desires to produce Fremont East Entertainment District (“FEED”) The Block Electronic Dance Music (“EDM”) Block Party events (collectively, the “Events”) with the Redevelopment Area; and

WHEREAS, the RDA has determined that that financial support for marketing and content production of the Events is consistent with Nevada law and the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

I. PURPOSE.

A. The purpose of this Agreement is to establish the terms under which the RDA will provide financial support to Promoter to support marketing and content production for the Events.

II. TERM.

A. The Agreements shall be effective from the Effective Date through March 1, 2027 (“Initial Term”).

B. The Agreement may be extended for an additional one-year term through March 1, 2028 in the RDA’s sole discretion (the “Option Term”).

III. PROMOTER AGREES:

- A. To furnish labor, materials, equipment, and supervision necessary to conduct the Events.
- B. To conduct the Events in accordance with applicable laws, codes, and regulations.
- C. To obtain any required permits and inspections to conduct the Events.
- D. To conduct the Events at no charge to any attendee. Promoter may maintain and “RSVP” style list for Event capacity management.

E. To submit a detailed Event Marketing Plan for each Event where the Promoter is seeking reimbursement from the RDA no less than 30 days prior to the Event date, including the Event targeted audience (e.g., 18-35 demographics), channels, budget allocation, and integration of positive Downtown Las Vegas messaging (e.g., cleanliness, safety, vibrancy).

F. To target an attendance goal of a minimum of 4,000 attendees per Event (tracked via Placer.AI, RSVPs, entry estimates, or security counts) with objective for increased participation of time.

G. To target over 750,000 social media impressions and over 150,000 social media engagements (e.g. likes, shares, views, and comments) across social media platforms per Event and reported via verifiable analytics.

H. To produce and deliver more than ten high-quality content collateral pieces per Event (e.g., teaser videos, live clips, recap reels, graphics, and photos) branded to promote Downtown Las Vegas).

I. To provide additional support for cross-promotion on Downtown Las Vegas social media channels and to tag City and RDA in key social media posts featuring a positive safety/community elements in social media content.

J. To acknowledge the support of the Las Vegas Redevelopment Agency in Event content (e.g., collateral, marketing, and social media) in a commercially reasonable manner.

K. To provide a written progress report for each Event where the Promoter is seeing reimbursement from the RDA no later than 14 calendar days after the occurrence of each Event (each, an "Event Report").

L. To provide a comprehensive annual presentation to the RDA on achievements, including return on investment analysis (e.g., attendance impact on local business foot traffic and media value equivalent).

M. To maintain Event Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for personal injury, bodily injury, death, and property and other damage, including coverages for contractual liability, personal injury, broad form property damage, independent contractors, products and completed operations.

IV. RDA AGREES:

A. To reimburse up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) to support up to ten events during the Initial Term. Any funding during the Option Term shall require subsequent approval by the Board of the RDA.

B. To promptly review the Event Marketing Plan and to provide written comments or approval of said plan within seven calendar days of receipt of the Event Marketing Plan.

C. That upon approval of the Event Marketing Plan and no later than 14 calendar days thereafter, to advance TEN THOUSAND DOLLARS (\$10,000) to Promoter for each Event Marketing Plan up to a maximum of ten events in the Initial Term and the Option Term, if exercised by the RDA.

D. To review each Event Report for conformance with the objectives of the Event Marketing Plan. The RDA shall in its sole, but reasonable, discretion, determine if the Event Report met the objectives of the Event Marketing Plan.

E. If then Event Report reasonably meets the objectives of the Event Marking Plan, to reimburse Promoter an additional TEN THOUSAND DOLLARS (\$10,000) per Event for

a maximum of TWENTY THOUSAND DOLLARS (\$20,000) per Event, no later than 14 calendar days after approval of an Event Report.

V. IT IS MUTUALLY AGREED:

A. RDA Reimbursable Event Expenses include commercially reasonable marketing, advertising, media buys, and content creation, including by way of example and not limitation:

1. Digital advertising and media buys;
2. Social media campaigns and boosted placements;
3. Influencer partnerships and promotional collaborations;
4. Professional photography and videography;
5. Graphic design and content development;
6. Promotional video and photography production;
7. Print advertising and physical promotional materials;
8. Event listing, RSVP, and Event promotion platform fees;
9. E-mail and text marketing campaigns and customer relationship management distribution tools;
10. Landing page development, event microsites, and related web hosting or technical services;
11. Paid media amplification, digital distribution, and sponsored content placements;
12. Copywriting and editorial services;
13. Creative direction and campaign development;
14. Marketing strategy, planning, and project management services;
15. Agency or marketing management fees related to campaign execution;
16. Marketing services provided by affiliated entities or internal staff; and
17. Administrative and management costs associated with the planning and execution of marketing campaigns.

B. The Promoter may conduct more than 10 Events during the Initial Term and if exercised, 10 Events during the Option Term, but the RDA reimbursement obligation shall be limited to 10 Events during the Initial Term and if exercised, 10 Events during the Option Term.

C. That each party hereto is responsible for its own acts and omissions, negligent or otherwise.

VI. MISCELLANEOUS

A. NOTICE. Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; or (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx. All notices shall be effective upon receipt by the party to which notice is given. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

If to the City: ATTN: Real Estate
City of Las Vegas
495 South Main Street 5th Floor
Las Vegas, Nevada 89101

If to Promoter: ATTN: Finance
CB Event, LLC
601 E Bridger Ave. Suite 100
Las Vegas, NV 89101

B. ENTIRE AGREEMENT; SECTION AND PARAGRAPH HEADINGS. This Agreement represents the entire and integrated agreement between the City and Promoter. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. The section and paragraph headings appearing in this Agreement are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

C. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Contract, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

D. WAIVER. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of a party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

E. ASSIGNMENT. Except as otherwise contemplated in this Agreement, neither party may assign their rights nor delegate their duties under this Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

F. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by and construed in accordance with the laws of Nevada. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations between the Parties. If the Parties are unable to reach a resolution, the dispute shall be submitted to the Las Vegas City Manager for final determination. The City Manager, or designee, shall, within fourteen (14) days after receipt of said dispute, issue a finding to resolve said dispute. The City Manager's or designee's determination shall be final and shall not be appealable to either the City Council or any court that may otherwise have jurisdiction.

G. FORCE MAJEURE. Neither party hereto shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government quarantine restrictions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse and the excused party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

H. SEPARATE PARTIES. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party hereto is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

I. NO THIRD PARTY BENEFICIARIES. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

J. PUBLIC RECORDS/CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

K. AUTHORITY. The Parties represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

L. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

M. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in multiple counterparts with the same effect as if all Parties had signed the same document. All counterparts so executed shall be deemed to be an original, shall be construed together and shall constitute one Agreement. Each party hereto agrees that this Agreement may be electronically signed, including DocuSign, PDF signature, scan or facsimile, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility of the Agreement.

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Signature Page

LAS VEGAS REDEVELOPMENT AGENCY

By: _____
Shelley Berkley, Chair

Date of RDA Board Approval: _____

Attest:

By: _____
Dr. LuAnn D. Holmes, MMC Date
Secretary

Approved as to Form:

By: John S. Ridilla 3/24/26
RDA Attorney Date
John S. Ridilla
Assistant City Attorney

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AGENCY PARTICIPATION AGREEMENT

Signature Page (continued)

CB EVENTS, LLC

By:  _____

Printed Name: Ryan Doherty

Title: CEO

Date: 3-19-26