



3/20/13 – Public

- Call to order 7:00pm
- Brady motions to approve all outstanding minutes, accepting submitted changes; Jorge 2nds; motion passes unanimously
- KC – respectfully resigns his role as Director.

Attendance		
Present	Excused	Absent
Ernie Jorge Matt Brandon Brady Jim Kathy Brenda Frankie Lucas Derek G Ande		Chris Matt Jon Derek R

Community Comments -

Royal Court	Deb Browning	
<ul style="list-style-type: none"> <li>- Deb Browning – represents the Royal Court as 2013 Emperor               <ul style="list-style-type: none"> <li>o Wishes to express clarification around attendance of Royal Court functions by SNAPI</li> <li>o Selected SNAPI as this year’s beneficiary out of appreciation for the role they have played in her life in Vegas</li> <li>o Clarifies that SNAPI is welcome to every Court event, but attendance is not required</li> <li>o Respectfully urges attendance to the Step-down/Coronation event for 2013 Court Royalty</li> </ul> </li> </ul>		

Director Nomination -

Nomination	Ande Atkinson	Motion Passes
<ul style="list-style-type: none"> <li>- Brenda nominates Ande Atkinson to the role of Director; Jim 2nds               <ul style="list-style-type: none"> <li>o Board offers support</li> <li>o Ande offers as much support as he can, and commits full attendance for Parade/Festival week                   <ul style="list-style-type: none"> <li>▪ Motion passes unanimously</li> </ul> </li> </ul> </li> </ul>		



Committee Reports –

Finance	Brenda	Motion Passes
<ul style="list-style-type: none"> <li>- Check approval 5474 – 697.50 – Jake Naylor</li> <li>- Check approval 5475 – 170.50             <ul style="list-style-type: none"> <li>▪ Brady motions to approve checks as stated; Jim 2nds</li> </ul> </li> <li>- Next Committee Meeting – April 2 – Matt’s house – 6:30</li> </ul>		
Logistics	Brady	
<ul style="list-style-type: none"> <li>- Planning in the works; planning a meeting for April</li> <li>- Asks for referrals for service provider quotes</li> </ul>		
Parade	Ernie	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
BINGO	Ernie	
<ul style="list-style-type: none"> <li>- First was a success; working on details</li> <li>- Jake Naylor – offers the feedback that the upstairs buffet price is \$12.99;</li> <li>- Ernie – costs change with the chef dedicated to this event</li> <li>- We will continue to workshop to build this event</li> </ul>		
Vendors	Brenda	
<ul style="list-style-type: none"> <li>- Will walk this Sunday to confirm space at site</li> <li>- Planning a meeting, TBD</li> </ul>		
Sponsorship	Chris	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
Education	Brady	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
Entertainment	Brandon	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
Marketing	Ernie	
<ul style="list-style-type: none"> <li>- Ernie requests that for ALL marketing requests; ALL information be sent to him, logos, location, times, Facebook info, etc</li> <li>- Lead time for any media is 7 days;</li> <li>- KISS poster will be approved ASAP; anticipating Monday</li> <li>-</li> </ul>		
Special Events	Ernie	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
Food & Beverage	Chris	
<ul style="list-style-type: none"> <li>- Ernie – has Jamba juice as a sponsor and is working on sponsorship agreement</li> </ul>		
Volunteers	Jorge	
<ul style="list-style-type: none"> <li>- NA</li> </ul>		
Royalty	Ernie	
<ul style="list-style-type: none"> <li>- Keyska has accepted to perform a step down number</li> <li>- Keyska will donate all tips for her performance to the organization</li> <li>- April 27<sup>th</sup> at Charlie’s</li> <li>- Jim/Derek will decorate</li> <li>- Brandon will co-host with Bryan Chan</li> </ul>		

# PRIDE

- Door is at 9, show is at 10, complete by 11:30; just 3 sets
- Ernie confirms ordering of crown/sash

New Business –

QVegas – PRIDE Guide	Russ White	
<ul style="list-style-type: none"> <li>- Ernie – welcomes Russ</li> <li>- This is year 2 of 3 of our current PRIDE Guide contract with QVegas</li> <li>- Russ – needs to solidify deadlines for marketing, printing, and submission of media</li> <li>- Confirms September 6 and 7 as our dates for 2013 Parade and Festival</li> <li>- Russ – suggests July 8 as submission for media; July 22<sup>nd</sup> as street date</li> <li>- Ernie – asks Russ to confirm our final proof editing; Russ Confirms</li> <li>- Russ – asks for a list of existing or former Sponsors, as not to approach the same entity twice; Ernie confirms he will submit info ASAP</li> </ul>		

Phat Pack Event	Lucas	Motion Passes unanimously
<ul style="list-style-type: none"> <li>- Lucas -</li> <li>- SNAPI – will provide: promotion of the event through our existing social media, etc; will produce 2-sided rack cards, promoting the event front, Festival/Pride STD; will promote this event at existing events, leading up to this event; will provide performance time at April 3 BINGO; will provide photography services and step/repeat with promotional pictures to sell;</li> <li>- Phat Pack – will provide: showroom and box office with attendance space for up to 450 attendees; special price code for the ticket rate of \$30; \$10 per ticket will be donated to SNAPI for tickets tracked and attributed to this event; a percentage of all merchandise sales to SNAPI; meet/greet with photo opportunity with cast; permission for photo opportunity at step and repeat; will provide cast to perform at the April 3<sup>rd</sup> BINGO; will promote this event on all social media</li> <li>- Costs – 1000 rack cards to SNAPI</li> <li>- Brandon makes a motion to approve this event; modifies the date to Saturday, May 4<sup>th</sup>, at 5:00pm at the Plaza hotel; Jim 2nds             <ul style="list-style-type: none"> <li>o Discussion confirms a longer lead time for marketing and to prevent conflict with other events</li> <li>o Jim – confirms that the April 3<sup>rd</sup> BINGO will retain the promotional performance</li> <li>o Brady – confirms that 10% of merchandise sales will be donated to SNAPI                 <ul style="list-style-type: none"> <li>▪ Motion passes unanimously</li> </ul> </li> </ul> </li> </ul>		

Bears	Jim	Motion Passes unanimously
<ul style="list-style-type: none"> <li>- Jim –</li> <li>- Presents the request that the Bears receive their tips as a donation, in return for their volunteer time at the upcoming Blue Moon events</li> <li>- Bears will operate under the Sin City Sisters 501c3, and funds will be donated through their LOVE program information</li> </ul>		

# PRIDE

- Ernie – looks at these events as a win to be able to liquidate excess inventory
- Bears will run the bars at our June 29<sup>th</sup> event
- Jake Naylor – Point-of-Order – Board members must be present to handle all cash

## Bears Parking Lot

Paid Premium Parking Lot	Jim	
<ul style="list-style-type: none"> <li>- Bears offer to provide labor to man a paid parking lot the day of               <ul style="list-style-type: none"> <li>o Designation of the SouthEast lot as a paid parking lot</li> <li>o \$10 per car</li> <li>o Valet tickets would have to be produced to track cars to monies collected</li> <li>o Bears would be allocated hours based on volunteer time, to be donated to the Sin City Sisters</li> <li>o Jim will follow up and confirm details in April</li> </ul> </li> </ul>		

## SHEdonism

Contract	Ernie	
<ul style="list-style-type: none"> <li>- Brenda – concerned that the current revision of the Contract reflects the changes, regarding event and transportation schedules, but does NOT include the commitment to purchase tickets to the Festival for SHEdonism attendees</li> <li>- Ernie – will ask for clarification and will call for an email vote</li> </ul>		

## County Contract 2013

Contract	Ernie	
<ul style="list-style-type: none"> <li>- Board questions referred to Brian, pending reply</li> <li>- Lucas adds a question regarding hourly rates for stage crew</li> <li>- Brady will follow up with Brian, adds additional question</li> <li>- Brady will confirm updated contract</li> </ul>		

## Matinee 2013

Matinee	Ernie	Motion Passes
<ul style="list-style-type: none"> <li>- Marketing through our website with bounceback of proceeds, purchased through our site at 10%, using promo code PRIDE</li> <li>- Event dates Memorial Day weekend (May 24-27)</li> <li>- Brandon motions to approve; Kathy 2nds; motion passes unanimously</li> </ul>		

## Garage Sale

# PRIDE

Garage Sale	Brenda	Motion Passes
<ul style="list-style-type: none"> <li>- May 25-26, 7am-4pm; Janie's House</li> <li>- Event to be called Janie's Junk; located near Kenny Guinn (Jones and Flamingo) <ul style="list-style-type: none"> <li>▪ Brandon makes a motion to approve; Jim 2nds; motion passes unanimously</li> <li>○ Brenda will chair – will follow up with email with Event form</li> </ul> </li> </ul>		

Next Meeting –

4/17/13	7:00pm	Circus Circus
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Adjournment –

Motion to Adjourn		Motion Passes
Brenda motions to adjourn, Jorge 2nds; motion passes unanimously Meeting adjourns at 9:20pm		

Documents –

Bears Agreement -

<p><b><u>LAS VEGAS PRIDE / BEARS LAS VEGAS</u></b></p> <ul style="list-style-type: none"> <li>• BEARS LV to work with Sin City Sisters under their 501 C umbrella to earn \$ for LOVE program</li> <li>• BEAR LV to work / volunteer with LVPRIDE to accumulate \$ for SS Sisters LOVE Program</li> </ul> <p><b><u>BLUE MOON POOL EVENTS JUNE 29 / SEPTEMBER 8</u></b></p> <ul style="list-style-type: none"> <li>• All to be confirmed by the Sisters and approval of LV PRIDE Board meeting</li> <li>• Cross marketing and promotion to begin when confirmation is complete</li> </ul> <p>JUNE 29 TIME TBD</p> <ul style="list-style-type: none"> <li>• Food – TBD provided by Blue Moon or PRIDE</li> <li>• BAR – Las Vegas PRIDE revenue / Bears LV – Tips upon board approval * we will vote at next board meeting</li> <li>• 4 TAM card members from Bears LV 4 TAM card members from LV PRIDE</li> <li>• Activities HAIRY contest / Belly flop splash contest / Best Buns</li> </ul> <p>September 8 TIME TBD</p> <ul style="list-style-type: none"> <li>• Food – Bears Las Vegas – provide and get revenue</li> <li>• BAR – Las Vegas PRIDE revenue / Bears LV – Tips upon board approval</li> <li>• 4 TAM card members from Bears LV - 4 TAM card members from LV PRIDE</li> <li>• Activities HAIRY contest / Belly flop splash contest / Best Buns</li> </ul> <p><b><u>VIP / HANDICAP - Parking PRIDE FESTIVAL SEPTEMBER 7</u></b></p>
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- BEARS LV handle all VIP / HANDICAP PARKING at Festival
- 2 volunteers needed per hour
- Starting at 9 / 10 AM through 7 / 8 PM - TBD
- Proceeds to be distributed 50/50 or 50/75 – TBD upon board approval
- Possibility of BEARS LV to have a booth at festival

SHEdonism Contract –

**OFFICIAL EXCLUSIVE WOMEN’S EVENTS PRODUCER AGREEMENT  
BETWEEN  
BIG FISH PRODUCTIONS, LLC  
AND  
SOUTHERN NEVADA ASSOCIATION OF PRIDE, INC.**

This Agreement is made the last day written below by and between **BIG FISH PRODUCTIONS, LLC**, a Nevada corporation, (hereafter referred to as the “Producer”) located at 7164 Evening Hills, Las Vegas, NV 89113, and 4001 S. Decatur Blvd. #37-540 Las Vegas, NV 89103, a Nevada corporation, (hereafter referred to as the “Operator”), which owns and operates Las Vegas Pride, (hereafter referred to as the “LVP”).

**WHEREAS**, PRODUCER will hold a series of events and a Women’s March, beginning on Thursday, September 5, 2013 and ending on Monday, September 9, 2013, collectively known as Shedonism® 2013, (hereafter referred to as “Shedonism®”);

**WHEREAS**, the Operator desires to exclusively sanction Shedonism® as the Official Women’s Events during the WEEK of Las Vegas Pride 2013, September 5 to September 9, 2013.

**NOW THEREFORE**, for good and valuable consideration hereby acknowledged, the parties hereby agree on the following terms and conditions herein set forth, as follows:

- C. LVP will provide Producer with one full-page ads in the Official Pride program book.
- D. LVP will place the Shedonism® logo on all print and online campaigns as a sponsor with hotlink to the [www.shedonismvegas.com](http://www.shedonismvegas.com) website.
- E. LVP will provide Shedonism® with one 10 x 10 booth with 2 tables and 4 chairs (corner booth) and 8 tickets during the pride festival.
- F.LVP will grant Shedonism® **exclusive** rights to present all LBT women’s events and the Dyke March during the week of September 5 to September 9th, 2013.

**NOTE: Betty’s Outrageous Adventures is an exception**

# PRIDE

- G. LVP will provide Shedonism® with the option to place up to three items in all Pride gift bags.
- H. LVP will provide Shedonism® with a Women's Events button on the home page of the LV Pride website with a link directly to the Shedonism® website from execution of contract till December 31, 2013.
- I. LVP will distribute Shedonism® marketing materials at all promotional opportunities including any Pride festivals that LV Pride will be attending.

note:

Marketing material needs to be delivered to Las Vegas Pride 1 week prior to LV Pride leaving for location

- J. LVP will provide a space on their travel page for our women's host hotel.
- K. Listing of all Shedonism® events and the Dyke March on the LV Pride website calendar and events page beginning at execution of this agreement.
- L. LVP will provide an entry for the Dyke March.
- M. LVP will provide two e-mail blast with Shedonism® events and Dyke March included.
- N. Shedonism® will provide to LVP a \$1000 June 13, 2013
- O. Shedonism® will provide to LVP that the parade and festival will be listed and promoted to all Shedonism® attendees and on all Shedonism® marketing.
- P. Shedonism® will place the LVP Pride logo on all Shedonism® print and web promotional materials.
- Q. Shedonism® will provide to LVP a hotlink on their website directly to the lasvegaspride.org website from execution of this contract till December 31, 2013.
- R. Shedonism® will list Las Vegas Pride information in the Shedonism® email newsletter (4x). With a reach of 17,000.
- S. Shedonism® will continuously promote LVP on the Shedonism® and Bootybar Facebook pages.



- T. Shedonism® will provide to LVP the production support of the Dyke March.
- U. Shedonism® will provide to LVP 7.5% of the net event proceeds for Shedonism®.
- V. Shedonism® will provide to LVP access to all financials within 10 business days of the completion of the weekend.
- W. Shedonism® will provide additional proceeds payment to LVP within 30 days of event completion.
- X. Shedonism will provide the Board with 6 VIP tickets to all events (does not include brunch, dinner or Poker Tournament)
- Y. Shedonism will hold a pool event during PRIDE providing they shuttle guest to and from the event and providing no headline entertainment will perform during PRIDE.

\*NOTE: The percentage will not include Shedonism® sponsorship income or accommodation commissions.

**VIII. Transfer of Ownership:**

Any transfer of any interest in LVP by the Operator shall be subject to the terms and conditions of this Agreement and, in such case, the Operator shall require such transferee to assume the obligations of the Operator under this Agreement.

**IX. Relationship Between the Parties:**

No partnership shall be created between PRODUCER and the Operator by this Agreement or otherwise, and neither party shall not be entitled to enter into any agreement on behalf of the other. Except as expressly set forth in this Agreement or another written agreement executed by both parties, the Operator and PRODUCER shall have no financial responsibility to each other in connection with LVP or Shedonism®.

**X. Indemnification**





The Operator hereby indemnifies and holds harmless PRODUCER, its directors, officers, employees, agents and legal counsel against any and all claims, expenses, liabilities, damages or losses, (including without limitation reasonable fees of legal counsel and related disbursements) arising out of or in any way related to: (1) breach of Operator's representations and warranties or (2) the negligence and/or willful misconduct of the Operator. PRODUCER hereby indemnifies and holds harmless the Operator, its directors, officers, employees, agents and legal counsel against any and all claims, expenses, damages or losses, (including without limitation reasonable fees of legal counsel and related disbursements) arising out of or in any way related to: (1) the breach of PRODUCER's representations and warranties or (2) the negligence and/or willful misconduct of PRODUCER.

#### **XI. Representations and Warranties**

- A. The Operator represents and warrants that (1) it is the owner and operator of the Pride Festival and a duly formed [corporation] under the laws of the State of Nevada, the status of which is active and in good standing; (2) it has the corporate power and authority to enter into and to perform this Agreement; (3) this Agreement constitutes a valid and binding obligation enforceable against Operator; (4) the terms of this Agreement do not conflict with any other agreement or arrangement; and (5) it maintains liability insurance sufficient for the Pride Festival as set forth in this Agreement and said insurance shall be in effect at the time of and during the Pride Festival. The Operator agrees that the representations contained in this paragraph shall be true and correct as of the date of the Pride Festival.
- B. PRODUCER represents and warrants that (1) it is a duly formed corporation under the laws of the State of Nevada, the status of which is active and in good standing; (2) it has the corporate power and authority to enter into and to perform this Agreement; (3) this Agreement constitutes a valid and binding obligation enforceable against PRODUCER; and (4) it maintains liability insurance with coverage for special fundraising events and said insurance shall be in effect at the time of and during the Event. PRODUCER warrants agrees that the representations contained in this paragraph shall be true and correct as of the date of the Pride Festival.

#### **XII. Force Majeure**

If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

#### **XIII. Other Terms and Conditions**

- A. If either party materially defaults under this Agreement, the other party may, at its



option, pursue any and all available remedies in equity and law. At any time that either party reasonably believes that the other party may not be able to perform any of its material obligations under this Agreement, said party may terminate this Agreement and its obligations hereunder by written notice to the other party at the address above.

B. Any modification of or amendment to this Agreement must be in writing and executed by both parties. The failure, at any time or times, by either party to require strict performance by the other party of any provision in this Agreement shall not waive, affect or diminish any right of either party thereafter to demand strict compliance therewith and performance thereof. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or ruled invalid under applicable law such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any other provisions of this Agreement. Captions and headings are for convenience only.

**XIV. Governing Law and Venue:** This Agreement is made and entered into in the State of Nevada and the laws of the State of Nevada shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective duties and obligations, and their enforcement of their rights and remedies, hereunder. Any disputes arising under this Contract shall be resolved in Nevada. The prevailing party shall be entitled to immediate payment of all costs incurred by them with respect to the dispute, including but not limited to court costs and reasonable attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the day and year last written below.

**BIG FISH PRODUCTIONS, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**SOUTHERN NEVADA ASSOCIATION OF PRIDE, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title: \_\_\_\_\_