



4/3/13 – Workshop

| Attendance | | |
|---|---------|----------------|
| Present | Excused | Absent |
| Ernie Jorge Matt Brandon Brady Derrick Jim Kathy Brenda Frankie Lucas | | Jon Derrick |

-

| BINGO | Ernie | Motion Pass |
|--|-------|-------------|
| <ul style="list-style-type: none"> - \$3100 earned tonight, \$900 in raffles - Food service costs approx. \$800 per BINGO event <ul style="list-style-type: none"> o Going forward, we will cut food down to minimum o PRIDE will offer the service staff \$40 per event in gratuity o PRIDE will incur a \$150 charge per BINGO for A/V services - We will be driving return customers through a progressive prize program - Brunch BINGO – menu revamp with <ul style="list-style-type: none"> o PRIDE will offer a TBD \$-OFF coupon o We will test the attendance after offering the coupon - PLINKO begins next BINGO | | |

| Charlie's PRIDE Sponsorship | Ernie | Motion Pass |
|---|-------|-------------|
| <ul style="list-style-type: none"> - \$500 Sponsorship offered to PRIDE for hosting PRIDE Opening Party and Sunday - Brady motions to approve Charlie's events for PRIDE Opening Party and Sunday Party for the agreed \$500 + In-Kind sponsorships; Jim 2nds; motion passes; Matt abstains | | |

| SHEdonism Contract | Ernie | Motion Pass |
|---|-------|-------------|
| <ul style="list-style-type: none"> - This year, the group cannot agree to incur the \$10 per-person cost to cover PRIDE admittance tax - Matt motions to approve the current draft of the contract; Jorge 2nds; motion passes; Kathy abstains | | |

| Bears event at Blue Moon | Ernie | Motion P |
|--------------------------|-------|----------|
| | | |

PRIDE

- Bears will handle the bars with Board member handling all cash. PRIDE will provide all product. Bears will retain tips
- Matt motions to approve; Jorge 2nds; motion passes unanimously

| | | |
|---|--------|--|
| Luxor Poker Tournament | Brenda | |
| <ul style="list-style-type: none"> - Brenda workshopping an event in conjunction with Luxor - Asks for theme concepts | | |

| | | |
|--|--------|--|
| Carnival | Brenda | |
| <ul style="list-style-type: none"> - Brenda is workshopping an event concept - Considering The Center as the venue | | |

Next Meeting –

| | | |
|---------|--------|---------------|
| 4/17/13 | 7:00pm | Circus Circus |
|---------|--------|---------------|

Adjournment –

| | | |
|----------------------------|-----|------------|
| Motion to Adjourn | Who | Motion P/F |
| Meeting adjourns at 11:20p | | |

Attachment -

| | | |
|---|--|----------|
| SHEdonism Contract | | Approved |
| <p>OFFICIAL EXCLUSIVE WOMEN’S EVENTS PRODUCER AGREEMENT BETWEEN BIG FISH PRODUCTIONS, LLC AND SOUTHERN NEVADA ASSOCIATION OF PRIDE, INC.</p> | | |
| <p>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 “LBV”).</p> <p>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</p> | | |

PRIDE

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. LBV will provide Producer with one full-page ads in the Official Pride program book.
- D. LBV will place the Shedonism® logo on all print and online campaigns as a sponsor with hotlink to the www.shedonismvegas.com website.
- E. LBV will provide Shedonism® with one 10 x 10 booth with 2 tables and 4 chairs (corner booth) and 6 tickets during the pride festival.
- F. LBV 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, 2012.
NO exceptions...
- G. LBV will provide Shedonism® with the option to place up to three items in all Pride gift bags.

- H. LBV 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. LBV 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. LBV 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. LBV will provide an entry for the Dyke March.
- M. LBV will provide two e-mail blast with Shedonism® events and Dyke March included.



- N. Shedonism® will provide to LBV a \$1000 March 1, 2013
- O. Shedonism® will provide to LBV that the parade and festival will be listed and promoted to all Shedonism® attendees and on all Shedonism® marketing.
- P. Shedonism® will place the LBV Pride logo on all Shedonism® print and web promotional materials.
- Q. Shedonism® will provide to LBV 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 LBV on the Shedonism® and Bootybar Facebook pages.
- T. Shedonism® will provide to LBV the production support of the Dyke March.
- U. Shedonism® will provide to LBV 7.5% of the net event proceeds for Shedonism®.
- V. Shedonism® will provide to LBV access to all financials within 10 business days of the completion of the weekend.
- W. Shedonism® will provide additional proceeds payment to LBV within 30 days of event completion.

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

VIII. Transfer of Ownership:

Any transfer of any interest in LBV 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 LBV 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 it's 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: _____
Name:
Title:

Date: _____

PRIDE

SOUTHERN NEVADA ASSOCIATION OF PRIDE, INC.

By: _____

Date: _____

Name:

Title: _____