



March 29, 2023

Brian Helander
International Gay Rodeo Association
2323 North Central Ave. #1105
Phoenix, AZ 85004

Sales Manager: Meg Kennedy - Circus Circus Hotel Casino

Subject: **IGRA CONVENTION 2023
NOVEMBER 15-20,2023**

We are pleased that you, or you on behalf of International Gay Rodeo Association (collectively "**Group**") have chosen Silver Legacy Resort Casino/Eldorado Hotel Casino/Circus Circus Reno (herein referred to as "**Property**") to host IGRA Convention 2023 (the "**Event**").

This serves as a Letter of Agreement between Group and Property, in addition to the Convention and Sales Agreement Terms and Conditions attached hereto and incorporated herein by reference (the "**Agreement**").

GUESTROOM/RATE ACCOMMODATIONS

Please find below the specifications that are being held on a tentative basis (the "Room Block") pending Group's signing of this Agreement and the subsequent countersigning of this Agreement by Property, or until such time as another group requests the same set of dates:

Property	Room Block	Room Type	Wed 11/15/2023	Thu 11/16/2023	Fri 11/17/2023	Sat 11/18/2023	Sun 11/19/2023
Circus Circus Hotel Casino	IGRA Convention 2023	North Tower Room	20	45	45	45	25
		North Tower Mini Suite	5	5	5	5	5
	STAFF-IGRA Convention 2023	Run of House	\$83.00	\$83.00	\$143.00	\$143.00	\$83.00
		North Tower Mini Suite	2	2	2	2	2
		North Tower Mini Suite	\$23.00	\$23.00	\$83.00	\$83.00	\$23.00
		North Tower Mini Suite	1	1	1	1	1
	North Tower Mini Suite	\$23.00	\$23.00	\$83.00	\$83.00	\$23.00	
	North Tower Mini Suite	2	2	2	2	2	
		North Tower Mini Suite	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Booking Total			30	55	55	55	35
Property	Room Block	Room Type	Total				
Circus Circus Hotel Casino	IGRA Convention 2023	North Tower Room	180				
		North Tower Mini Suite	25				
	STAFF-IGRA Convention 2023	Run of House	10				
		North Mini Suite	5				
		North Mini Suite (Comp)	10				
Booking Total			230				

RATES

The above rates are per guestroom, per night, single or double occupancy. Rates are subject to applicable resort fees and governmental room taxes. Each additional person will be charged at a rate of **\$10.00** per person, per night with a maximum of four (4) persons per guestroom.

RESORT FEE

A daily resort fee of **\$25.00** per room, per night plus the current occupancy room tax will be charged in addition to the room rates set forth above. This fee includes:

In-room Keurig® coffee maker with Starbucks® K-Cup® Pods
Unlimited local and toll- free calls
Refrigerator and in-room safe*

Airport shuttle service and self-parking

Access to the all-new Fitness Center inside The Spa at Silver Legacy
Printing of boarding passes, notary services and safety deposit box access.

Unless otherwise specified, the resort fee will be posted to the individual's room account. Taxes are subject to change without notice.

Rates are also subject to a per room, per night mandated tourism surcharge of **\$3.00** (subject to change).

CONCESSIONS

The following concessions are included as part of your contract and are based on the group spending approximately **\$14,720.00** in room revenue and **\$8,500.00** in food & beverage (before taxes and gratuity). The values of the concessions listed below are estimates only and do not have cash value for redemption.

- 15% discount off current banquet menus over the contracted dates (Excluding all day packages).
- 15% discount for the In-House Audio Visual provider off of the current A/V prices over contracted dates. Discount only applies if the in-house provider is awarded the entire event and the discount does not apply to labor fees.
- Five (5) complimentary VIP room amenities valued at a maximum of \$25 each.
- Five (5) complimentary roundtrip limousine transfers to and from the Reno-Tahoe International Airport to be used over the contracted dates.
- Property will provide one hard wired broadband internet line at Tech area and another, if needed, for group (\$600/day value).

ROOM RELEASE DATE (CUT-OFF)

Property policy recognizes a cut-off date for reservations. Any reservation request received after that time may be accepted on "space available" basis at the prevailing property rates. Group's cut-off is **Monday, October 16, 2023** (the "**Cut-off Date**"). All guestrooms not reserved by the Group at the cut-off date will revert back to Property for possible re-sale. This does not relieve Group of any attrition charges as outlined in the attrition clause below.

RESERVATION METHOD

Group attendees will be making reservations directly with Property via a direct web link or the telephone call center. Attendees may call the Property at (800) 687-8733 on or before the Group cut-off date. Individuals must identify themselves as part of Group to receive the special Group rate. All reservations must be guaranteed with a deposit for the first night's guestroom and tax charge. If reservation is guaranteed to a credit card, the first night's guestroom and tax charge, per guestroom, will be billed immediately to the cardholder's account.

INDIVIDUAL CANCELLATIONS AND CHECK IN

Property allows individual attendee cancellations without penalty up to **seventy-two (72) hours** prior to the attendee's scheduled arrival date. Property will charge either the individual attendee or bill your Group's Master Account (defined below) one (1) night's guestroom rate plus tax for cancellations within seventy-two (72) hours of the scheduled arrival date or failure of the individual attendee to check-in on the scheduled arrival date (each a **"no-show"**). Any remaining nights of a no-show reservation will be canceled without additional penalty.

It is Property's standard policy to require a credit card or cash deposit from individual attendees upon check-in for incidental charges. Check-in time is 3:00 PM and check-out time is 11:00 AM. Any departures after 11:00 AM are subject to the full day charge. Each guestroom must have at least one registered guest twenty-one (21) years of age or older.

PAYMENT METHOD

Each individual attendee will be responsible for his/her own guestroom, tax, and incidentals, unless otherwise specified in writing by Group. All banquet charges will be applied to Group's Master Account.

ATTRITION

This Agreement is based on Group's use of the guestroom block as outlined above. However, up to thirty (30) days prior to the first day of arrival, Group may reduce its guestroom block by a maximum of **20%** on a cumulative basis. Thereafter, Group shall pay Property One night's guestroom rate and tax for each unused guest room night based on the guestroom commitment or the adjusted guestroom night commitment, if such adjustment was made and sent to Property in writing thirty (30) days prior. Attrition charges will be added to Group's master account at final billing. No payment shall be due, however, for any night during the group stay in which all of the guestrooms in the Property, exclusive of the Group guestroom block, are sold out, and the unused guestrooms in the Group's block are thereafter resold.

FUNCTION REQUIREMENTS

Property will provide Group with function space in accordance with the following schedule of events. Meeting and function assignments are based on the contracted number of people attending the meetings and banquet functions. Property reserves the right to make reasonable substitutions to meeting and banquet rooms, with prior notification to Group.

TENTATIVE SCHEDULE OF EVENTS: Circus Circus Hotel Casino

Date	Time	Event	Room	Setup	AGR	Rental
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 1	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 2	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay B	Theatre Style	30	\$.00

Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay A	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 6	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 5	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 4	Theatre Style	30	\$.00
Thu, 11/16/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 3	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 1	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay A	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 6	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 5	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 4	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 3	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay 2	Theatre Style	30	\$.00
Fri, 11/17/23	8:00 AM - 5:00 PM	Committee Meeting	Mandalay B	Theatre Style	30	\$.00
Sat, 11/18/23	8:00 AM - 5:00 PM	General Session	Mandalay A	Chevron Classroom Style	125	\$.00
Sat, 11/18/23	12:00 PM - 1:30 PM	Lunch Buffet	Mandalay B	Rounds	110	\$.00
Sat, 11/18/23	6:00 PM - 10:00 PM	Reception	Mandalay B	Rounds	75	\$.00
Sun, 11/19/23	8:00 AM - 5:00 PM	General Session	Mandalay A	Chevron Classroom Style	125	\$.00
Sun, 11/19/23	12:00 PM - 1:30 PM	Lunch Buffet	Mandalay B	Rounds	110	\$.00

CATERED FOOD & BEVERAGE MINIMUM

This Agreement is based on Group spending not less than **\$8,500.00** in CATERED food & beverage (excluding applicable Taxes and Service Charges) at Property and/or any Caesars Entertainment property in the same city ("**Food and Beverage Minimum**") and/or any Caesars Entertainment property in Reno. In addition, Group may also apply a portion of ORGANIZED, GROUP restaurant outlet spend at any Caesars Entertainment property venue in Reno towards their Food and Beverage Minimum as outlined in Property's Catering and Conference Services Guidelines. Should Group spend less than **\$8,500.00**, Group will be charged the difference between the actual amount spent in food & beverage (excluding applicable taxes and service charges) at property and/or any Caesars Entertainment property in Reno and **\$8,500.00**.

If Group cancels a specific food & beverage function within **fourteen (14)** days of that function, then they will be charged **seventy-five percent (75%)** of the estimated catering revenue, even if the Food & Beverage Minimum is met.

DEPOSITS

All deposits will be applied to your Group’s Master Account. Deposits are required in accordance with the following schedule:

Date Due	Amount Due
May 12, 2023	\$4,250.00

If any deposit is not received as scheduled, Property may, in its sole discretion, deem this Agreement cancelled by Group. In such event, Property will provide Group with a Cancellation Notice. Payment of the applicable Cancellation Fee will be immediately due and payable by Group. Property will apply any previously paid deposits to the Cancellation Fee due and payable by Group. In addition, Property may, in its sole discretion, deem the failure to pay any deposits or any other amounts due under this Agreement a cancellation by Group of all other agreements entered into between Group and Property (or any Caesars Entertainment related, managed or operated properties worldwide), possibly triggering the payment by Group of additional fees in accordance with the terms of such other agreements.

CANCELLATION

Notwithstanding any other provision of this Agreement, either party may cancel this Agreement upon written notice to the other party (the “**Cancellation Notice**”), at any time prior to the event upon payment of an amount (the “**Cancellation Fee**”) based on the following schedule:

TIMEFRAME	CANCELLATION FEE
Upon Signing of Agreement To May 14, 2023	\$7,242.50
May 15, 2023 to July 14, 2023	\$14,485.00
July 15, 2023 To September 14, 2023	\$21,727.50
On or after September 15, 2023	\$28,970.00

Cancellation pursuant to this provision is not a default but rather the exercise of a right under this Agreement without any further obligation beyond payment of the applicable Cancellation Fee. Payment of applicable cancellation fee will be due within 30 days of invoice receipt. Additionally, the failure by Group to pay a deposit when due pursuant to the “**Deposit**” section of this Agreement may be deemed a cancellation by Group requiring payment of the applicable Cancellation Fee.

In addition, Property may, in its sole discretion, deem the failure to pay any Cancellation Fee or other amounts due under this Agreement a cancellation by your Group of all other agreements entered into between your Group and Property (or any other Caesars Entertainment-related, managed or operated properties worldwide), possibly triggering the payment by your Group of additional fees in accordance with such other agreement’s terms.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definite basis, only after it has been signed by an authorized individual of Group on or before **Friday, April 28, 2023**, and thereafter countersigned by Property. Until that time, Property reserves the right to release the space being held in this Agreement for Group.

International Gay Rodeo Association
Circus Circus Reno
November 15-20, 2023

ACCEPTED BY:

On behalf of the Group, I hereby accept the offer that Property has set forth in this letter and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind Group to this Agreement.

Silver Legacy Resort Casino/Eldorado Hotel
Casino/Circus Circus Reno

International Gay Rodeo Association

Don Goodman
Executive Director of Sales

Brian Helander

Date

Date

CONVENTION AND SALES AGREEMENT
TERMS AND CONDITIONS

1) CREDIT PROCEDURES / MASTER ACCOUNT.

- a) All expenditures that are the responsibility of Group shall be charged against a master account established with Group ("**Master Account**"). The Master Account shall be funded either through Direct Billing or Prepayment, as described below.
- b) Direct Billing – In order to establish credit for billing the Master Account ("**Direct Billing**"), a credit application from Group may be required, in Property's sole discretion. If additional deposits are determined to be required by Property in its sole discretion at any time, Group will be notified of the new amounts owing and new payment schedule. Credit will not be established for a Group with Master Account expenditures less than \$10,000.00.
- c) When Direct Billing is approved by Property, full payment of all undisputed amounts is due within thirty (30) days of Group's receipt of the final Master Account invoice. Any disputed amounts on Group's Master Account invoice should be brought to Property's attention immediately, but in no event longer than ten (10) business days from Group's receipt of such invoice, and will be dealt with separately from the balance of the amount due.
- d) Any undisputed amounts not paid when due will bear interest at the rate of eighteen percent (18%) per annum from the date due. In the event of any disputed amounts, once resolved, the disputed amounts will be re-invoiced and due within thirty (30) days of Group's receipt. Any such amounts not paid when due will bear interest at the rate of eighteen percent (18%) per annum from the date due. If Property incurs any expense to collect unpaid amounts, including deposits or Cancellation Fees, Group will pay all costs of collection incurred by Property, including collection agency fees, attorney's fees, expenses and costs, plus interest on such amounts at the rate of eighteen percent (18%) per annum, as incurred.
- e) Prepayment – Should Direct Billing (defined above) not be approved by Property, all estimated charges must be pre-paid thirty (30) days prior to Group's arrival date ("Prepayment"). Failure to make any required Prepayment shall be considered a failure to make a deposit, and shall be treated in the same manner as failure to make a deposit under the terms of this Agreement. Property accepts American Express, Visa, Mastercard, Discover, Diner's Club, and/or checks. Checks will be accepted no less than thirty-five (35) business days prior to arrival.

2) CAESARS REWARDS MEETINGS & EVENTS.

- a) CAESARS Rewards® program credits ("**Reward Credits**") will be issued to an individual designated by Group, in writing unless prohibited by law or Property's compliance policies. One (1) Reward Credit will be earned per two dollars (\$2) of paid Property charges to Group's Master Account. For Reward Credits to be issued, Group's Master Account must be paid in its entirety. Reward Credits will be issued to designated recipient within 45 days of final payment of Group's Master Account.
 - b) The designated individual represents that he/she has the authority to receive such Reward Credits. In the event that the designated individual does not have such authority, Property reserves the right to transfer Reward Credits to the appropriate individual.
 - c) In the event that the individual designated to receive Reward Credits does not have an existing CAESARS Rewards account, one must be obtained at the time of the event at the Property's CAESARS Rewards registration desk. The assigned CAESARS Rewards account number must be provided to Property in writing for Reward Credits to be issued.
 - d) Designated individual must be 21 years of age to participate. In order to obtain a CAESARS Rewards card, a valid government issued photo identification is required for proof of age.
 - e) Terms and conditions of CAESARS Rewards apply and can be obtained at: <https://www.caesars.com/total-rewards>.
- 3) AUDIO VISUAL. Property has its own in-house Audio/Visual Department that features state-of-the-art equipment and professional technicians. Your Conference Services Representative can help you with this process.
- 4) EXHIBITS. Should Group have exhibits, please refer to the Conference Services Guidelines, for detailed instructions regarding Property's policies and procedures concerning exhibits.

- 5) SECURITY. For certain events, Property may require that Group provide security, or Group may wish to contract security. The number of security officers provided shall be determined prior to the event but shall be subject to increase as reasonably needed. Security is to be provided at Group's expense and can be arranged through Property. All security officers must be unarmed and only Property approved security firms may be used. All outdoor functions require security to maintain the privacy of Group's event.
- 6) LOSS AND DAMAGE. Group agrees to be responsible for any damage done to equipment or function room during the time the function room is under Group's control, including damage or excessive cleanup made necessary by any setup or teardown. Property will not be responsible for the loss or damage of articles left in Property or function room before, during and after the event.
- 7) INSURANCE. Group shall maintain at all times during the term of this Agreement the insurance as described in the Conference Services Guidelines. Property reserves the right to require additional insurance based on the type of Group's function.
- 8) SUBLICENSING/SUBCONTRACTING. Group may not sublicense or subcontract any guestrooms, suites, or function space or any work to be performed in connection with this event to its suppliers, vendors, or affiliated groups without first obtaining Property's prior written consent. Group shall be responsible for all subcontractors, and they shall be bound by this Agreement and the Conference Services Guidelines, including all insurance requirements and governmental approvals. To the extent applicable, this includes, without limitation, any approvals to offer alcoholic or other beverages or food at the event.
- 9) CONFERENCE SERVICES GUIDELINES.
 - a) Property's "**Conference Services Guidelines**", may be amended from time to time, and Group agrees to abide by all Conference Services Guidelines.
 - b) Property must approve in advance and in writing any modifications to the guestrooms, corridors or any location in the Property towers, including, but not limited to, moving or removing furniture, fixtures, artwork, etc., adding tables or chairs, signage, using guestrooms as meeting rooms or exhibit rooms.
 - c) No outside vendors are allowed to work in the Property towers or guestrooms without prior written approval from Property.
- 10) COMPLIANCE WITH LAWS. Group warrants and represents that it shall, at its sole cost and expense, conform to and comply with all applicable federal, state, county and municipal laws regulations and ordinances, as well as any requirements, permits or licenses of applicable governmental agencies. In the event Group's event is located on the exterior of Property's property, the noise levels allowed during the event are subject to local laws and regulations.
- 11) TRADEMARKS. Group, its affiliates, assigns, agents and employees shall not use Property's or its affiliates' trade or service marks in any advertising or promotional material or any other media without the prior written consent of Property. Group represents and warrants that it is the owner of all right, title and interest in its trade or service marks ("Licensed Marks"), that it has the right to use and license its Licensed Marks for use in accordance with this Agreement and that use of its Licensed Marks do not violate or infringe upon any common law or statutory right of any person or entity.
- 12) INDEMNIFICATION.
 - a) Property shall indemnify, defend and hold harmless Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Property's negligence in connection with the provision of services or the use of Property facilities. Property shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims. The provisions of this section shall survive termination or expiration of this Agreement.
 - b) Group shall indemnify, defend and hold harmless Property, its parent, subsidiaries and affiliates and each of their respective officers, directors, partners, agents, members and employees from and against any and all Claims arising out of or caused by Group's and/or its employees, agents, vendors, subcontractors invitees, and members' negligence or willful misconduct in connection with the use of the Property facilities or staging of the event, or the breach by Group of any of the representations, warranties, covenants or conditions contained in this Agreement. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims. The provisions of this section shall survive termination or expiration of this Agreement.

13) MUTUAL WAIVER OF CERTAIN DAMAGES. Except for a party's intentional misconduct or gross negligence, or a party's indemnification obligations in this Agreement, in no event shall either party be liable for any punitive, incidental, special, exemplary or consequential damages. It is specifically understood and agreed that any Cancellation Fee specified elsewhere in this Agreement does not conflict with this section. The provisions of this section shall survive termination or expiration of this Agreement.

14) FORCE MAJEURE. A party's performance of its obligations hereunder shall be excused due to the occurrence of an event beyond the reasonable control of such party which make it commercially impracticable, illegal or impossible to perform as originally contracted under this Agreement, including without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, civil unrest, acts of terrorism, restrictive applicable laws or regulations, earthquakes ("Force Majeure Event") , provided however, that this section does not excuse any separate breach of this Agreement. In the event of a Force Majeure Event, either party may terminate the Agreement without any further liability, except for payment for any services rendered by Property prior to the effective date of termination.

15) UNDERAGE GAMING/DRINKING. Group acknowledges and understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of twenty-one (21) years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

16) NO ENGAGEMENT IN MARIJUANA-RELATED BUSINESS:

Company/Association hereby agrees and acknowledges that pursuant to Company's compliance policies, it is not permitted to conduct business with anyone engaged in the manufacture, sale or distribution of recreational or medical marijuana, regardless of whether the business is legal under state law.

Group hereby represents and warrants that Group is not in any way engaged in the manufacture, sale, possession, facilitation or consumption of marijuana during any event held on a licensed casino property, including Property, in violation of U.S. or State law. Group acknowledges that if it is discovered that Group is

engaged in the manufacture, sale, possession, facilitation or consumption of marijuana during an event held on Property, in violation of U.S or State law, Property may immediately cancel the event and Property shall have no liability whatsoever in connection with such cancellation.

17) SITE LICENSE AGREEMENTS. If Group desires to, or desires to allow a third party to, photograph or film or otherwise document in any media the events at Property, Group and/or the third party must enter into a separate site license agreement with Property, with separate insurance requirements.

18) GAMING REGULATIONS.

a) Gaming License Suitability Requirements. Group acknowledges that (i) Property and its affiliates are subject to the requirements of and exist only because of privileged licenses issued by governmental authorities; (ii) strict gaming laws and regulations prohibit Property and its affiliates from maintaining any business relationships or other associations with persons or entities that are unsuitable (as defined and determined by relevant governmental and regulatory authorities); and (iii) Property's Ethics and Compliance Program (the "Program") requires Property to conduct suitability reviews of certain potential vendors and/or business partners and/or such party's owners and key principals (each, a "Suitability Review").

b) Suitability Reviews. If Property determines in its sole discretion that a Suitability Review of Group under the Program is required, Group shall cooperate with Property and promptly provide any information requested by Property for that purpose. All information provided to Property pursuant to this Section shall be subject to Property's confidentiality obligations set forth in this Agreement. Group shall promptly notify Property in writing in the event any information provided to Property in connection with a Suitability Review is no longer accurate or is incomplete, including, without limitation, (i) if Group becomes aware of any criminal, legal, or regulatory proceeding, review, investigation, or process of any kind alleging that Group or any of its owners or key principals have violated any applicable law or regulation; (ii) if Group becomes aware of any update(s) to any of the items described in (b)(i); or (iii) if there is any change in Group's ownership or management.

c) Group Licensing Requirements. If, in connection with the transactions or services contemplated by this Agreement, Group is or becomes required to be licensed, approved, or the equivalent by any gaming regulatory agency, Group shall use commercially reasonable efforts to secure such licensing, approval or the equivalent at its sole cost and expense. If Group is denied such licensing, approval or the equivalent, Group shall notify Property within two (2) business days of such denial.

a Default hereunder may result in the simultaneous termination of all of the above-referenced agreements.

- d) Property Termination Rights. Property may immediately terminate this Agreement upon written notice to Group if (i) Property is directed by any gaming regulatory agency to terminate this Agreement and/or to cease all business or other associations with Group; (ii) Property determines in its sole discretion, acting in good faith, that (A) its association with Group could violate any laws or regulations regarding prohibited relationships between gaming companies and third parties, or (B) it would be in Property's best interest to terminate its relationship with Group to protect any of the Property's or its affiliates' contemplated or pending licensing applications or privileged gaming licenses; (iii) Group fails to cooperate and/or provide any information requested by Property pursuant to subsection (b) above; (iv) Group fails to notify Property of any updates required by subsection (b) above within ten (10) days of the occurrence of the relevant event; and/or (v) Group fails to secure and maintain any licenses, approvals or the equivalent as required by subsection (c) above. Notwithstanding anything to the contrary herein, in the event Property terminates this Agreement pursuant to this Section, Property shall have no further liability to Group except for payment of amounts due for any services provided or work performed by Group prior to the effective date of such termination, unless Property is prohibited from making such payments by any gaming or other regulatory agency. For avoidance of doubt, Group acknowledges that Property may terminate this Agreement pursuant to this Section if Group fails to comply with any federal, state, foreign, or other law or regulation applicable to Group's activities, including, without limitation, laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering.
- 19) FINES, PENALTIES AND TAXES. Group shall be financially responsible for all assessments, levies or penalties of any governmental authority against Property directly as a result of Group's or Group's subcontractors' performance of its obligations or use of the Property location, except if caused by Property's negligence or misconduct. Group shall be financially responsible for all taxes imposed as a result of or in connection with the event, which may include Live Entertainment Tax if an admission is charged.
- 20) DEFAULT. An event of default ("Default") shall occur if Group fails to perform or abide by any terms or conditions of this Agreement. Property shall give Group five (5) business days' written notice of the Default. If Group fails to cure the Default within such period, Property may terminate this Agreement immediately, and can seek all available remedies, including, but not limited to, the Cancellation Fee. In Property's sole discretion, any Default under this Agreement may constitute a default under all other agreements entered into between Group and Property (or any other Caesars Entertainment-related, managed or operated properties), and the termination of this Agreement due to

21) GOVERNING LAW.

This Agreement shall be governed by, construed in and enforced exclusively in accordance with the laws of the State of Nevada without regard to its conflict of laws provisions. Except for claims for which subject matter jurisdiction resides solely in United States District Court (in which event, all said disputes shall be resolved solely and exclusively in the United States Court for the District of Nevada), the Ninth District Judicial Court of the State of Nevada shall have sole and exclusive subject matter jurisdiction over any action brought to interpret, judge, decide, rule upon and enforce in any manner provided by Nevada law any of the terms, covenants, conditions, representations or warranties contained herein, and Group expressly consents to personal jurisdiction in Nevada for the purpose of resolving any dispute related to the making or interpretation of this Agreement.

22) ATTORNEY FEES AND COSTS. Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its costs incurred and expended during such action, including reasonable attorney's fees.

23) MISCELLANEOUS. The obligations of the parties pursuant to this Agreement may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in a writing signed by a duly authorized representative of each of the parties. Group may not assign its rights or delegate the performance of any duty under this Agreement without the prior written consent of Property. The relationship of Group and Property shall, at all times, be that of independent contractors, and this Agreement shall not be construed as creating or constituting a partnership or joint venture between any of the Parties. This Agreement and the exhibits attached hereto embodies the entire agreement between the parties and as of the date below shall supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence or other understandings between the parties, relating to the subject matter hereof. The failure of either party to require the performance of any obligation herein, or the waiver by either party of any breach of a condition, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be amended to achieve as nearly as possible the objectives of, and the same economic effect as the original provision and all other provisions will remain in full force and effect. This Agreement and any amendment or addendum hereto may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete, original document. An electronic or facsimile copy

thereof shall be deemed, and shall have the same legal force and effect as, an original document.