

LAS VEGAS STADIUM DOOR AND COLUMNS OPERATIONS AGREEMENT

THIS LAS VEGAS STADIUM DOOR AND COLUMNS OPERATIONS AGREEMENT (“Agreement”) is dated and entered into this ____ day of _____, 2019 by and between Clark County, a political subdivision of the State of Nevada (“COUNTY”), the Clark County Stadium Authority, a corporate and politic body and political subdivision of Clark County, Nevada (the “STADIUM AUTHORITY”), and LV Stadium Events Company, LLC, a Nevada limited liability company (the “DEVELOPER”). COUNTY, the STADIUM AUTHORITY and the DEVELOPER are each a party to this Agreement, and together they are the “Parties.”

- A. WHEREAS, the STADIUM AUTHORITY was created by the 2016 Southern Nevada Tourism Improvements Act (the “Act”) to, among other things, own a multi-purpose stadium and related infrastructure in Clark County, Nevada; and
- B. WHEREAS, pursuant to the Act, the STADIUM AUTHORITY and the DEVELOPER entered into a Development Agreement, dated March 28, 2018, whereby DEVELOPER shall design, develop and construct the Las Vegas Stadium (the “Stadium”) located at 3333 Al Davis Way, Las Vegas, Nevada; and
- C. WHEREAS, pursuant to the Act, the STADIUM AUTHORITY and the DEVELOPER entered into a Stadium Lease Agreement, dated March 28, 2018, whereby following construction of the Stadium, the DEVELOPER will lease and operate the Stadium; and
- D. WHEREAS, COUNTY, through the Department of Building & Fire Prevention (“CCDBFP”), issues the construction permits for the Stadium; and
- E. WHEREAS, Clark County Code Title 22, Chapter 22.02.075 Alternate Materials and Methods of Construction, authorizes the Clark County Building Official (the “Building Official”) to approve alternate means and methods for construction when the proposed alternate is satisfactory and complies with the intent of the technical codes, and is, at least, equivalent to that prescribed by the technical codes; and
- F. WHEREAS, an Alternate Materials and Methods of Construction Request (“Doors AMMR”) was submitted under Permit Application No. BD18-10708 for the multi-panel, operable doors approximately 80 feet high by 215 feet wide (“Doors”), attached hereto as Exhibit A; and
- G. WHEREAS, an Alternate Materials and Methods of Construction Request (“Columns AMMR” and, together with the Doors AMMR, the “AMMRs”) was submitted under

Permit Application No. BD18-10708 for 22 retractable columns (“Columns”) to permit the passage of the playing field tray from inside to outside of the Stadium and vice versa, attached hereto as Exhibit B; and

- H. WHEREAS, the Building Official has determined that certain operation restrictions for the Doors and the Columns are required in order for the AMMRs to meet the intent of the technical codes; and
- I. WHEREAS, the Parties desire to enter into this Agreement to memorialize the inspection, reporting responsibilities and operating restrictions involving the Doors and the Columns at the Las Vegas Stadium as stated in the approved AMMRs.

NOW THEREFORE, in consideration of mutual promises herein and contained above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the recitals set forth above are correct and agree to the following terms and conditions:

SECTION 1 OPERATING RESTRICTIONS

- I. The operating restrictions identified in the AMMRs shall be followed by the DEVELOPER to the fullest extent. However, if requested by DEVELOPER, the Building Official may temporarily or permanently approve modifications to the operating restrictions under the following conditions:
 - a. All requests to modify any operating restriction must be sent directly to the Building Official; and
 - b. The request shall include a citation to the applicable Building Code section and number to support the request; and
 - c. The Building Official shall determine that the requested modifications comply with the intent of the Technical Codes as defined in Clark County Code 22.02.035. The Building Official shall determine that any requested modifications are, at least, equivalent to that prescribed by the Technical Codes.

SECTION 2 DEVELOPER RESPONSIBILITIES

DEVELOPER agrees to:

- I. Provide the Building Official with notice of a minimum of three (3) working days prior to any public event in which the intent is to have the Doors in the open position.
- II. Provide the Building Official an Inspection Report, as described below on the first working day after any public event in which the Doors are open.
 - a. This Inspection Report for the Doors shall contain the following information:
 - i. Date & time of the report.
 - ii. Report title – “LV Stadium Operable Door Report.”
 - iii. Name & title of individual preparing the report.

- iv. Forecasted maximum wind speed, actual maximum wind speeds and weather station locations used in determining if the Doors were to remain open or not.
 - v. Actual wind speeds reports at the various weather stations identified in the Doors AMMR.
 - vi. Decisions and actions taken based on data, including names and title of individuals involved in the decision process outlined in the Doors AMMR.
- III. Provide the Building Official with notice of a minimum of three (3) working days prior to any public event which occurs immediately following the retraction of the Columns.
- IV. Arrange for the inspection of the Columns to assure that the Columns are fully repositioned and engaged prior to the general public occupying the concourse and seating bowl areas supported by the Columns.
- a. The costs of the inspection shall be the responsibility of the DEVELOPER.
 - b. The inspection may be performed by either an approved Quality Assurance Agency or by a CCDBFP inspector. If an inspection is conducted by a CCDBFP inspector, the cost shall be based on the actual time of the inspection at the published hourly inspection rate at the time of the inspection and shall be paid within 30 days following the inspection. Should a Building Official or inspector complete an inspection, all reports related to the inspection shall be provided promptly to the DEVELOPER.
- V. Provide the Building Official with an inspection report certifying that all retractable Columns are fully repositioned and engaged prior to the general public occupying the concourse. This inspection report must be submitted the following work day.
- a. The inspection report for the Columns shall contain the following information:
 - i. Date & time of the inspection.
 - ii. Name & title of individual performing the inspection.
 - iii. Title of inspection report “LV Stadium Retractable Column Report”.
 - iv. The means and method of the inspection.
 - v. Results of the Inspection.
 - b. If a CCDBFP inspector performs the inspection, the CCDBFP shall provide the DEVELOPER with such a report submitted to the DEVELOPER the following day.
- VI. The DEVELOPER agrees that in the event that the Doors and Columns inspection reports required to be provided by the DEVELOPER as described above are not submitted to the Building Official as required or that the reports are incomplete, then COUNTY may require that the inspection of the Doors and Columns be performed only by CCDBFP Inspectors for all events.

SECTION 3 STADIUM AUTHORITY RESPONSIBILITIES

The STADIUM AUTHORITY agrees to include the provisions of this Agreement (which could be included by cross-reference) in all future operating agreements with future operators of the Stadium. Upon the STADIUM AUTHORITY's receipt of notice from the COUNTY that the then current operator of the Stadium is not complying with the provisions of this Agreement, the STADIUM AUTHORITY shall, within five (5) days, notify the then current operator of the Stadium that it must comply with the provisions of this Agreement.

In the event the STADIUM AUTHORITY elects to operate the Stadium, then, solely during the period of time the STADIUM AUTHORITY is operating the Stadium, the STADIUM AUTHORITY shall (a) have the rights and obligations of DEVELOPER under this Agreement; and (b) be bound to all the terms under this Agreement that are applicable to DEVELOPER, including the indemnification provision in Section 10. For the avoidance of doubt, the STADIUM AUTHORITY shall not be responsible for any obligations or liabilities whatsoever of DEVELOPER or any future operator of the Stadium arising prior to or after the period of time, if any, that the STADIUM AUTHORITY is operating the Stadium.

SECTION 4 COUNTY RESPONSIBILITIES

COUNTY agrees to, when requested by DEVELOPER or as legally required, provide inspection personnel to perform Doors and Columns inspection; and to review and file the Doors and Columns inspection reports submitted by the DEVELOPER.

SECTION 5 TERMINATION

- I. The COUNTY and DEVELOPER reserve the right to terminate this Agreement in the event of a default of this Agreement by the other Party which has not been cured within thirty (30) days following the receipt of notice of such default, and with a ninety (90) calendar day written termination notice to the party in default. If terminated for default, the DEVELOPER shall ensure that:
 - a. The Doors have been closed and permanently secured so that they are no longer operational, and
 - b. The Columns have been securely fastened in the non-retracted position and the retraction mechanism permanently disabled, or the seating and concourse area above the area supported by the columns has permanent barriers installed to prevent this area from being occupied by the public or the ability to add in live or additional dead loads in this area which would cause this area to exceed the capacity of the primary structure absent the retractable columns.

SECTION 6 NOTICES

All notices, demands, requests, consents, approvals or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently delivered either when personally delivered, when received if sent by overnight courier or by email (with a copy sent by one of the other methods of delivery within one (1)

business day) or if mailed, three (3) business days after deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage pre-paid, addressed as follows:

Clark County Stadium Authority Representative: For the purpose of communication, or other notices hereunder the following will be considered the STADIUM AUTHORITY representative:

Clark County Stadium Authority
Attn: Steve Hill, Chairman
Address: 6385 S. Rainbow Blvd., Suite 105
Las Vegas, Nevada 89118
Email Address: _____

LV Stadium Events Company, LLC Representative: For the purpose of communication, or other notices hereunder the following will be considered the DEVELOPER representative:

LV Stadium Events Company, LLC
Attn: Don Webb, Chief Operating Officer
6223 Las Vegas Boulevard South, Suite 380
Las Vegas, Nevada 89119
Email Address: dwebb@lvstadiumcompany.com

County Representative: For the purpose of communication, scheduling inspections or other notices hereunder, the following will be considered the COUNTY representative.

Clark County Building & Fire Prevention
Attn: Jerome A. Stueve, Building Official
4701 W. Russell Road
Las Vegas, NV 89118
(702) 455-8187 (Office)
Email Address: Jerry.Stueve@ClarkCountyNV.gov

SECTION 7 ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto which are incorporated herein by this reference, constitutes the entire Agreement among the Parties. This Agreement, relating to the rights granted and obligations of the Parties, is intended as a complete and exclusive statement of the promises, representations, and discussions, in connection with the subject matter hereof. Any prior agreement, contract, promise, negotiation, or representation, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement is superseded by this Agreement and is of no further force or effect.

Each party, or responsible representative thereof, has thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 8 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

SECTION 9 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts; each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

SECTION 10 INDEMNIFICATION

The DEVELOPER hereby agrees to indemnify and shall defend and hold harmless the COUNTY, its officials, volunteers, representatives and employees from and against any and all suits, actions, legal and/or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of the DEVELOPER's employees, whether arising before or after completion of any work hereunder (collectively, "Claims"), arising from, in whole or in part, by any negligent act, omission or willful misconduct of the DEVELOPER, its subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. COUNTY shall promptly notify the DEVELOPER, in writing, of any such Claims.

Notwithstanding the foregoing, the DEVELOPER's obligations under this Section 10 shall not apply to any negligent acts or omissions to the extent such negligent acts or omissions were caused by COUNTY, its officials, employees or agents. Furthermore, this indemnification shall survive the termination of this Agreement.

SECTION 11 INSURANCE

The DEVELOPER shall carry commercial general liability and workers compensation insurance, or shall self-insure in accordance with Stadium Lease Agreement, dated March 28, 2018. DEVELOPER shall name the COUNTY as an additional insured on applicable insurance policies.

The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. The Parties shall not be subject to punitive damages.

SECTION 12 HEADINGS

The Section headings used herein are for reference and convenience only, and in no way define, limit or describe the scope or extent of any provision of this Agreement. DEVELOPER may substitute the eventual name of the Stadium wherever the title "LV Stadium" or similar

nomenclature is used to refer to the Las Vegas Stadium in the preparation of reports and other documents required herein.

SECTION 13 PARTIES AND INTERESTS

This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a separate and distinct from the other. 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.

SECTION 14 RECORDS REQUESTS

Unless expressly marked confidential, pursuant to NRS 239.010, information or documents in connection with this Agreement may be open to public inspection and copying. In the event COUNTY receives a subpoena, request or other validly issued administrative or judicial process demanding confidential information, COUNTY will promptly notify the DEVELOPER and STADIUM AUTHORITY of this request. After notification, unless the demand has been quashed or an injunction granted, COUNTY shall thereafter be entitled to comply with such demand to the extent permitted by law. COUNTY shall not be held criminally or civilly liable for the disclosure of information made pursuant to State law or made in confidence to a Federal, State or local government officials for the purpose of reporting or investigating a suspected violation of law.

SECTION 15 SEVERABILITY

Should any part of this Agreement be rendered void, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date herein above set forth.

PASSED, ADOPTED and approved this _____ day of _____, 2019.

CLARK COUNTY

Marilyn Kirkpatrick, Chairwoman

Date

CLARK COUNTY STADIUM AUTHORITY

Steve Hill, Chairman

Date

LV STADIUM EVENTS COMPANY, LLC

Don Webb
Chief Operating Officer

Date

APPROVED AS TO FORM:
DISTRICT ATTORNEY
STEVEN B. WOLFSON

Deputy District Attorney

Date

Exhibit A

Alternate Means and Method
of Construction Request

Operable Doors

Exhibit B

Alternate Means and Method
of Construction Request

Retractable Columns