



Genoa Town Office
Post Office Box 14
Genoa, Nevada 89411

October 23, 2008

Martha Williams
ANTIQUES PLUS
P. O. Box 89
Genoa, Nevada 89411


Dear Martha,

Please find enclosed a formal agreement that, when signed, provides you, Phil Stoll, and Gilles LaGourgue with the opportunity to join with the Town in obtaining a single Outdoor Entertainment and Festival permit from Douglas County to cover not only the 2009 Candy Dance but also Peddler's Fair, Autumn Boutique, and Gilles' Menagerie Festival. The Town intends to apply for the permit in December 2008.

The agreement outlines all terms and conditions for obtaining a single permit in a cooperative and cohesive manner. These terms are based on the meetings that were held over the last several months between Town representatives and you and Phil, representing Gilles as well as yourselves.

Please review and sign both copies and return them to the Town. When all signatures have been obtained, you will receive a copy for your files. If you have any questions or concerns, please do not hesitate to contact me at (775) 782-8696.

Sincerely,


Sheryl Gonzales, Town Manager
TOWN OF GENOA

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of November, 2008 by and between the Town of Genoa ("Town" or "Genoa") and Martha Williams ("Williams"), Phil Stoll ("Stoll"), and Gilles LaGourgue ("LaGourgue"), herein collectively known as the "Parties" and individually may be known as a "Party", for the purposes of cooperating in and for The Candy Dance in 2009, and beyond if agreeable, during the time, place, and date scheduled for The Candy Dance 2009 and the associated permits, events, and activities related thereto.

WHEREAS, the Town holds an annual event, The Candy Dance, for which an Outdoor Festival Permit is required by and from Douglas County; and

WHEREAS, Martha Williams, individually and on behalf of Antiques Plus and Peddler's Fair, desires to hold an event (Williams' Event) at the same time, date, and place, as The Candy Dance; and

WHEREAS, Phil Stoll, individually and on behalf of Autumn Boutique, desires to hold an event (Stoll Event) at the same time, date, and place, as The Candy Dance; and

WHEREAS, Gilles LaGourgue, individually and on behalf of La Ferme and Gilles Menagerie Festival (LaGourgue Event), desires to hold an event at the same time, date, and place, as The Candy Dance; and

WHEREAS, the Parties desire to cooperate and share equitably in the expenses, planning, and organization of The Candy Dance 2009; and

WHEREAS, The Candy Dance and each of the Parties' events are held on certain grounds within the Town of Genoa ("Premises").

NOW THEREFORE, in consideration of the above-stated recitals, each and every of which is an important term and consideration of the Parties, and incorporated into their Agreement as essential terms and conditions hereof, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Town agree as follows:

1. PURPOSE.

The purpose of this Agreement is to provide a cooperative and cohesive atmosphere wherein the Parties will equitably bear the burden of facilitating their individual events in a cohesive and productive manner to provide for a integrated larger event composed of each individual event. ? g.D.

2. PARTICIPATION.

Each Party shall ^{if able} participate as a volunteer in the planning, organization, execution, and/or administration of The Candy Dance in 2009, and beyond if agreed. Each party shall participate in one or more of the following areas: candy making, publicity, logistical planning (Operations Committee), jurying vendor booths, merchandising, and/or the dinner dance. Each of Williams,

Stoll and LaGourgue shall participate in one or more of the activities identified in the preceding sentence.

3. COSTS.

For each booth sold by the Parties in the Williams' Event, the Stoll Event and the LaGourgue Event, each party agrees to pay to the Town TWENTY-SIX DOLLARS AND 72/100 (\$26.72) per booth, which represents an equitable share of the fees and services associated with the Douglas County Outdoor Festival Permit, including but not limited to the festival and road closure permits, East Fork Fire and Paramedic Department fees, Douglas County Sheriff's Office fees, Nevada Highway Patrol fees, the creation and transportation of Reader Boards, any costs associated with vendor parking, management of load-in and load-out of vendors as required by Douglas County, and all related and necessary fees and services associated with The Candy Dance.

4. PAYMENTS.

Payments to the Town by each Party shall be no later than ~~January 15, 2009~~.

*30 days After 2009
Candy Dance*

5. TERM .

The term of this Agreement is for one (1) year, subject to renewal upon all Parties' written consent at least nine (9) months prior to the next annual event succeeding The Candy Dance 2009.

6. QUALITY STANDARDS.

Quality Standards for The Candy Dance, and each event hosted by each Party, shall be established for all art and craft vendor products sold during The Candy Dance 2009 and thereafter. These standards shall be developed by the Parties and the Town representatives no later than November 14, 2008 and enforced by the Parties and/or the Town during all times prior to and during The Candy Dance 2009.

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gk.

7. INSURANCE.

Each Party shall obtain general liability insurance in the amount of TWO MILLION DOLLARS (\$2,000,000.00), on or before January 15, 2009 and provide proof of same to the Town. Such insurance shall be approved by the Town and name the Town and Douglas County as an additional insured.

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gk.

8. NOTICES.

Notices and Communications ("Notices") required or permitted to be given in connection with this Agreement shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as Federal Express). Notices may also be given by fax, provided that: (i) confirmation of completed transmission is obtained, and (ii) concurrent notice is given by one of the methods described in the preceding sentence, with deposit in the mail or delivery to the courier to be made no later than the

next business day following the fax transmission. The Parties' addresses for Notices are:

Sheryl Gonzales - The Town of Genoa
2289 Main Street
P.O. Box 14
Genoa, NV 89411

Martha Williams - D.B.A. Antiques Plus and Peddler's Fair
P.O. Box 89
Genoa NV 89411

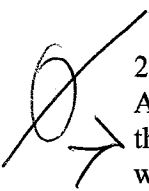
Phil Stoll - D.B.A. Autumn Boutique
1625 Highway 88, Suite 201
Minden NV 89411

Gilles LaGourgue - D.B.A. La Ferme and Gilles Menagerie Festival
P.O. Box 97
Genoa NV 89411

The person and the place to which Notices are to be mailed or delivered may be changed by either party by written notice to the other party given in accordance with the provisions of this Section. Notices sent in accordance with this Section shall be effective upon receipt or on the date of refusal to accept delivery of such notice.

J/K

9. CANCELLATION.

 If this Agreement is cancelled by any Party or the Town at any time prior to January 15, 2009, any and all payments by the cancelling Party shall be reimbursed. If a Party cancels this Agreement on or before February 16, 2009, ~~Fifty Percent (50%)~~ of the fees paid will be returned to the cancelling Party. If a Party cancels this Agreement at anytime after February 16, 2009, no fees will be returned.

10. RISK OF LOSS.

If any portion of the Parties' Premises are destroyed or materially damaged before, during, or after The Candy Dance, each Party shall bear the risk of loss and shall hold the Town free, clear and harmless therefrom.

11. AMENDMENTS/SUPPLEMENTS.

This Agreement may be amended and/or supplemented by a written addendum agreed to between the Town and each Party and signed by the Town and each Party, or their representatives.

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18. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and assigns.

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No

19. WAIVERS.

Except as herein expressly provided, no waiver by a Party or the Town of any breach of this Agreement shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by the Town after any breach by a Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such Party whether or not another Party knows of such breach at the time of payment or performance.

g.d.

20. ATTORNEY'S FEES.

If a Party or the Town brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, the prevailing Party in such action shall be entitled to its litigation expenses and reasonable attorney's and witness fees in addition to all other appropriate relief. Such shall include an appeal.

21. GOVERNING LAW.

This Agreement shall be construed and interpreted and the rights of the Parties determined in accordance with the laws of the State of Nevada. Venue for all or any proceedings shall be the Ninth Judicial District Court in and for Douglas County, State of Nevada.

22. HEADINGS AND CAPTIONS.

The headings and captions of the sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

23. WAIVER OF OR JUDGE AND JURY TRIAL

The Parties and the Town desire and intend that any disputes arising between them with respect to, or in connection with, this Agreement be subject to expeditious resolution in a binding arbitration proceeding. Therefore, the Town and each Party hereby waive the right to a trial by judge and/or jury of any cause of action, claim, counter claim or cross complaint in any action, proceeding or other hearing brought by either the Town against a Party or a Party against the Town on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between the Town and a Party concerning the subject matter of this Agreement or the documents related thereto, or any claim of injury or damage, or the enforcement of any remedy under any statute, law, ordinance, rule or regulation now or hereafter in effect concerning such agreements.

No

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12. ASSIGNMENTS.

No

No Party may assign its rights or delegate its duties hereunder without the prior written consent of the Town, which consent may be withheld in the Town's absolute discretion.

13. INTERPRETATION.

Too legal

Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation", Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions and headings of the Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

14. EXECUTION AND CHANGE.

It is understood and agreed that until this Agreement is fully executed and delivered by each Party and the Town, there is not and shall not be an agreement of any kind between the Parties hereto upon which any commitment, undertaking or obligation can be founded. It is further agreed that once this Agreement is fully executed and delivered, it will contain the entire agreement between the Parties hereto and that, in executing it, the Parties do not rely upon any statement, promise, or representation not herein expressed and this Agreement once executed and delivered shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for in this Agreement.

15. TIME IS OF THE ESSENCE.

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Time is of the essence of this Agreement and each and every term, condition and provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday or legal holiday, then in such event, the expiration of such period of time shall be postponed to the next day that is not a Saturday, Sunday or legal holiday.

16. ~~NO JOINT VENTURE.~~

MG?

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between the Parties and the Town with respect to any rights to The Candy Dance. Each party is acting as an independent contractor with the Town.

Martha, Gills & Phil

17. FURTHER ACTS.

Each party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement, including but not limited to revisiting and revising the jurying requirements with the Parties and the Town on November 14, 2008.

J.D.

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24. NO THIRD PARTY BENEFICIARIES.

No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

NO

25. INVALID PROVISIONS.

If any term or provision of this Agreement or any portion of a term or provision hereof or the application thereof to any parties or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to parties or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement and each portion thereof shall be valid and be enforced to the fullest extent permitted by law.

JD

IN WITNESS WHEREOF, the Town and the Parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

Town of Genoa
by and through its:

Date

Martha Williams
Antiques Plus and Peddler's Fair

Date

Phil Stoll
Autumn Boutique

Date

Gilles LaGourgue
La Ferme
Gilles Menagerie Festival

Date