

**LICENSURE AGREEMENT BETWEEN CLARK COUNTY AND THE
NATIONAL FOOTBALL LEAGUE FOR SUPER BOWL LVIII DECOR
WITHIN PUBLIC RIGHT OF WAY**

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of January, 2024, by and between CLARK COUNTY (hereinafter referred to as the "COUNTY"), the Las Vegas Super Bowl LVIII Host Committee (the "Host Committee"), a Nevada non-profit entity, and the National Football League ("NFL" or "LICENSEE").

WITNESSETH

WHEREAS, NFL intends to produce its annual professional football championship game known as the "Super Bowl", on or about February 11, 2024, at Allegiant Stadium in Las Vegas, Nevada ("Super Bowl LVIII");

WHEREAS, the Host Committee serves as the local host organization for Super Bowl LVIII;

WHEREAS, in connection with Super Bowl LVIII, NFL desires to erect, place and maintain signs, décor markings and/or street banners containing decorative elements relating to the NFL and/or Super Bowl LVIII ("SUPER BOWL LVIII DÉCOR") within the public right-of-way of the County in the locations set forth on Exhibit "A" hereto before, during and after Super Bowl LVIII (the "APPROVED ROW LOCATIONS");

WHEREAS, NRS 484B.313, as amended by Assembly Bill No. 426, which became effective on May 25, 2023 ("A.B. 426"), allows advertising on or over any highway before, during or after a special event, if: (i) a public authority authorizes the use and location of such advertising, and the advertising is placed and maintained by the organizer of a special event for itself or its sponsors or partners; (ii) the organizer of a special event enters into a written agreement with the public authority on terms and conditions acceptable to the public authority; (iii) the advertising does not constitute a hazard or prevent the safe use of the highway by the public; and (iv) such advertising is placed and maintained for not more than 14 consecutive days commencing on January 29, 2024 and expiring on February 11, 2024 ("Advertising Period");

WHEREAS, NRS 484B.313, as amended by A.B. 426, defines "special event" as a sporting event, concert, festival or other similar event which: (i) will provide an anticipated economic impact of \$250,000,000 or more, as certified by the county fair and recreation board of the county in which the special event will occur; and (ii) after the certification of the anticipated economic impact pursuant to subparagraph (i), is designated as a special event by the public authority with jurisdiction over a highway and is issued a permit as a special event by that public authority;

WHEREAS, on October 10, 2023, the Las Vegas Conventions and Visitors Authority (the "LVCVA"), the convention and visitors authority for Southern Nevada, certified that Super Bowl LVIII will provide an anticipated economic impact of \$250,000,000 or more annually;

WHEREAS, if and when the COUNTY designates Super Bowl LVIII as a "special event" within the meaning of NRS 484B.313 (7), as amended by A.B. 426 and approves this Agreement, this Agreement will become effective ("Effective Date");

WHEREAS, pursuant to NRS 484B.313(5), as amended by A.B. 426, the County has determined that Super Bowl LVIII Décor in the APPROVED ROW LOCATIONS in accordance with the terms and conditions of this Agreement does not constitute a hazard or prevent the safe use of the highway by the public; and

WHEREAS, LICENSEE, the Host Committee and the COUNTY desire to enter into this Agreement to allow for Super Bowl LVIII Décor to be temporarily placed on, or otherwise affixed to, the APPROVED ROW LOCATIONS subject to the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I. PURPOSE

The intent of this Agreement is to allow LICENSEE to place, maintain, and/or display Super Bowl LVIII Décor on the APPROVED ROW LOCATIONS in accordance with NRS 484B.313, the applicable laws, ordinances and codes, and subject to the terms of this Agreement. The APPROVED ROW LOCATIONS are not a public forum. The COUNTY reserves the right to control the access to the Super Bowl LVIII Décor based upon subject matter as set forth in this Agreement. There is no intent to create a public forum on the APPROVED ROW LOCATIONS.

ARTICLE II. SCOPE OF ADVERTISING ON APPROVED ROW LOCATIONS

A. Grant and Parameters of License

The COUNTY acknowledges that Super Bowl LVIII is a "special event" within the meaning of NRS 484B.313(7)(b), as amended by Assembly Bill No. 426, and that the COUNTY has determined pursuant to NRS 484B.313(5) that NFL may place, maintain, and/or display Super Bowl LVIII Décor within the public right-of-way of the COUNTY in the locations set forth on Exhibit "A" hereto, on such dates, not to exceed more than 14 consecutive days, as approved by the Director of Public Works or his designee in connection with the issuance of the applicable encroachment permits pursuant to Article III, Section A. The COUNTY hereby grants permission to LICENSEE to place Super Bowl LVIII Décor only upon the APPROVED ROW LOCATIONS within the public right of way, subject to the terms and conditions contained in this Agreement. LICENSEE does not gain any ownership rights in the APPROVED ROW LOCATIONS by virtue of this Agreement.

B. Compliance with Laws and this Agreement

All Super Bowl LVIII Décor on the APPROVED ROW LOCATIONS must be in accordance with all applicable local, state and federal laws, ordinances, including, but not limited to, Clark County Code Title 30, codes, rules, statutes, regulations, conditions and this Agreement.

C. Permitted Advertising

The COUNTY hereby authorizes commercial, charitable, governmental and quasi-governmental advertising in accordance with this Agreement. Compliance with the COUNTY guidelines is subject to the sole interpretation of the COUNTY. All Super Bowl LVIII Décor shall not be in any way distracting and dangerous to drivers of motorized vehicles.

D. Prohibited Advertising

All Super Bowl LVIII Décor not expressly permitted under this Agreement shall be prohibited, including, but not limited to, signage that:

1. Is false, fraudulent, misleading, or deceptive;
2. Is in poor taste and not to community standards;
3. Relates to and/or promotes unlawful or illegal goods, services or activities;
4. Promotes use of alcohol, tobacco or marijuana by minors;
5. Promotes or glamorizes hate or violence;
6. Implies an endorsement by COUNTY or public official of any goods, services, or activities;
7. Contains lewd, vulgar, profane, scatological or obscene text or images, or is sexually explicit;
8. Is libelous or defamatory;
9. Supports, endorses or opposes a political cause, the election or vote for or against any person to political office, or ballot proposition;
10. Is harmful to minors as defined in Clark County Code Section 12.14.010;
11. Contains text or images that are likely to be confused with safety, traffic, or emergency signage, or could be construed to harm or interfere with public travel.

E. LICENSEE Representation

Pursuant to NRS Chapter 484B, LICENSEE and COUNTY hereby represent that it may enter into this Agreement pursuant to Nevada Law.

F. LICENSEE Review

LICENSEE is responsible for submitting Super Bowl LVIII Décor for installation that is in conformance with this Agreement, and LICENSEE shall modify or correct proposed Super Bowl LVIII Décor as necessary in order to comply with this Agreement. LICENSEE understands and agrees to only display Super Bowl LVIII Décor as the organizer of the special event.

LICENSEE shall use its professional judgment to determine whether Super Bowl LVIII Décor submitted for placement on the APPROVED ROW LOCATIONS complies with this Agreement.

G. LICENSEE Warranty

LICENSEE represents and warrants to the COUNTY that LICENSEE is either the owner of the Super Bowl LVIII Décor or has obtained the necessary permissions, consents, copyrights licenses or intellectual property rights to any artwork or other advertising material to be utilized in connection with the rights and obligations set forth in this Agreement.

H. County Review

NFL's requested advertising as defined under NRS 484B.313 is limited to Super Bowl LVIII Décor. All Super Bowl LVIII Décor shall be submitted to the Director of Public Works or his designee no less than ten (10) days prior to the advertising placement and are subject to the administrative review and approval by the Director of Public Works or his designee within five (5) days of the submittal. COUNTY agrees to provide LICENSEE with notice of any public records requests for information specific to the Super Bowl LVIII Décor.

I. INTENTIONALLY OMITTED

ARTICLE III. MAINTENANCE OF ADVERTISING ON APPROVED ROW LOCATIONS

A. County Permits

Prior to the placement, removal, and/or repair of any work associated with the advertisement on the APPROVED ROW LOCATIONS, LICENSEE shall obtain encroachment permits from the COUNTY and comply with the terms and conditions stated therein in addition to the terms conditions of this Agreement.

B. Maintenance of Advertising/Signage

All signage must be made of material that will not in any way damage the APPROVED ROW LOCATIONS including when the signage is removed. LICENSEE shall maintain the signage in an outstanding condition, at LICENSEE's sole cost and expense, and in a manner satisfactory to the COUNTY. LICENSEE shall promptly repair the signage if it begins to peel, tear or become unsightly as solely determined by the COUNTY. If the COUNTY notifies LICENSEE to remove or repair the signage, then LICENSEE agrees to do the work within five (5) business days of receipt of Notice from the COUNTY. If LICENSEE fails to remove and/or repair the sign within said five (5) day period, then the COUNTY may remove and/or repair the sign at LICENSEE'S expense which LICENSEE agrees to pay within thirty (30) days of receipt of invoice from the COUNTY.

C. Damage to Approved ROW Locations

LICENSEE shall be responsible for any losses or damages to the APPROVED ROW LOCATIONS, any other County property, or the property of others resulting from the terms, conditions, rights and obligations set forth in this Agreement except to the extent such losses or damages are caused by the COUNTY or any of its officers, agents, employees, or volunteers. Additionally, LICENSEE shall be responsible for any losses or damages to signage and advertising materials placed on the APPROVED ROW LOCATIONS under this Agreement (whether or not the fault of LICENSEE). The COUNTY will not be responsible for any maintenance of the artwork, signage or advertising, or any damage to art work, signage, decals, or advertising due to vandalism, negligence, wear and tear, or damage resulting from APPROVED ROW LOCATIONS maintenance and/or removal.

D. LICENSEE's Removal of Advertising

All Super Bowl LVIII Décor must be promptly removed by LICENSEE at LICENSEE's sole cost and expense within forty-eight (48) hours of the expiration of the Advertising Period. If

LICENSEE fails to remove the advertising within the aforementioned time, other than due to a force majeure event, COUNTY may remove the advertising at LICENSEE's sole cost and expense. Within ten (10) days of COUNTY sending the invoice, LICENSEE agrees to pay COUNTY for the removal of the advertising.

This Article III, Section D survives termination and expiration of this Agreement.

E. County Use of Approved ROW Locations is Paramount

The COUNTY retains all rights and obligations compatible with the public use of the APPROVED ROW LOCATIONS, and adjacent public property, including but not limited to, maintenance, construction, reconstruction, repair, removal, relocation, modification and alterations. Additionally, the COUNTY, in its sole discretion may place signage on the public right of way including, but not limited to, directional and instructional signage, ADA assistance signs, and no obstructive use signs, provided that the COUNTY shall place such signage on areas other than the APPROVED ROW LOCATIONS whenever feasible under the circumstances as determined by COUNTY in its sole discretion. COUNTY shall notify LICENSEE in the event it is necessary to place any such signage on the APPROVED ROW LOCATIONS prior to placement. At no time will any advertisement conflict or interfere with the use of the APPROVED ROW LOCATIONS for the public or any other public use as solely determined by the COUNTY.

ARTICLE IV. [INTENTIONALLY OMITTED]

ARTICLE V. TERM AND TERMINATION

A. Term

The term of this Agreement shall begin on the Effective Date and end on the last date of the Advertising Period.

B. Termination of Agreement

In any of the following cases, this Agreement automatically cancels and shall be deemed void *ab initio* and shall terminate without expense to the COUNTY, HOST COMMITTEE, OR LICENSEE if:

1. This Agreement is obtained by fraud, misrepresentation, collusion, conspiracy, or other unlawful means; or
2. This Agreement conflicts with any statutory or constitutional provision of the State of Nevada or the United States; or
3. This Agreement is determined to be illegal under NRS 484B.313.

C. Licensee's Termination

LICENSEE may terminate this Agreement immediately by providing written notice to COUNTY, if the Director of Public Works or his designee disapproves or rejects LICENSEE's advertising during the administrative review process.

D. Termination for Default

LICENSEE or COUNTY may terminate this Agreement upon written notice to the other party if the other Party materially breaches any material provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within thirty (30) days after its receipt of written notice of such breach.

E. Effect of Termination

Should the COUNTY terminate this Agreement, then the COUNTY shall have no obligation to reimburse LICENSEE for any liabilities, fees, costs and or expenses to LICENSEE resulting from and/or arising out of the termination.

Upon termination by either party, LICENSEE shall remove all signage from the APPROVED ROW LOCATIONS.

Except as otherwise provided for herein, termination of the Agreement shall not release either party from any of its continuing obligations hereunder.

ARTICLE VI. INSURANCE, INDEMNITY, LIABILITY

A. Insurance

LICENSEE will provide the COUNTY with certificates of insurance for coverage as listed below and endorsements establishing coverage required by this Agreement within ten (10) calendar days after approval of this Agreement by the Board of County Commissioners ("BCC"). The certificate of endorsement for each insurance policy is to be signed by a person authorized by that insurer and licensed by the State of Nevada, and shall include the COUNTY, its officers, directors and employees as an additional insured. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. The insurance coverages are in the following amounts:

1. LICENSEE will maintain general liability coverage at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operations, contractual and independent contractors. The COUNTY, its officers, its employees, and its volunteers must be expressly covered as "additional insureds."

2. All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) without written approval of the COUNTY. If aggregate limits are imposed on bodily injury and property damage and professional liability coverage, the amount of such a limit must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance. Any notice given to LICENSEE with respect to the exhaustion

of limits of insurance shall also be sent to the COUNTY. LICENSEE's insurance rating shall be disclosed to the COUNTY. The adequacy of the insurance supplied by LICENSEE, including the rating and financial health of each insurance LICENSEE providing coverages, is subject to approval by the COUNTY.

3. Additional Coverage

LICENSEE's insurance shall be primary as respects to the COUNTY, its officers, its employees, and its volunteers. Any other coverage available to the COUNTY, its officers, its employees, and its volunteers shall be in excess over the insurance required of LICENSEE. The insurance requirements specified herein do not relieve LICENSEE of his responsibility or limit the amount of LICENSEE's liability to the COUNTY or other persons, and LICENSEE is encouraged to purchase such additional insurance as LICENSEE deems necessary.

4. Notice of Cancellation

LICENSEE shall notify the COUNTY within a reasonable period of time of any cancellation in coverage or reduction in coverage or limits. This notice requirement does not waive the insurance requirements contained herein.

5. Worker's Compensation

LICENSEE agrees to maintain coverage for industrial insurance pursuant to the terms of Nevada Revised Statutes Chapter 616A-D throughout the terms of this Agreement. If LICENSEE does not maintain such coverage, or fails to provide proof of continued coverage, COUNTY may order the LICENSEE to stop work, suspend the Agreement or terminate the Agreement.

6. County's Remedies

If LICENSEE fails to maintain any of the insurance coverages required under this Agreement, the COUNTY will have the option to declare LICENSEE in breach of the Agreement and terminate the Agreement pursuant to Article V, Section D above if LICENSEE fails to cure the breach within thirty (30) days of notice.

B. Indemnity

LICENSEE, or its successors in interest, shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees, and volunteers ("COUNTY Indemnified Parties"), against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, and judgments, including but not limited to investigation costs, reasonable outside attorney's fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs (collectively, "Losses"), arising from (a) any act, omission, or negligence of the LICENSEE or its subcontractors in connection with the installation, maintenance or removal of Super Bowl LVIII Décor, (b) any violation of any provision of applicable law by the LICENSEE in connection with this Agreement, and (c) any breach by NFL of any covenant, agreement, representation or warranty of NFL set forth in this Agreement.

Notwithstanding the foregoing, LICENSEE shall not be obligated to defend, indemnify or hold harmless the COUNTY Indemnified Parties to the extent the applicable injury, death, loss, destruction, or damage are solely caused by the COUNTY or any of its officers, agents, employees, or volunteers and are not in accordance with this Agreement.

At its option, the COUNTY may elect to hire an attorney and/or attorneys reasonably approved by LICENSEE to defend the COUNTY, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including but not limited to claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the COUNTY exercises this option, LICENSEE agrees that LICENSEE remains subject to all indemnification obligations as set forth in this Section, including but not limited to paying all reasonable costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. The COUNTY may at any time compromise or settle any claim, cause of action, suits and/or arbitration if the COUNTY pays the settlement or compromise; provided, however, that the COUNTY and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate LICENSEE for the payment of money, to take any action or to acknowledge wrongdoing or liability without LICENSEE's prior approval.

LICENSEE also agrees to repair and/or restore, to the satisfaction of the COUNTY, any damage sustained to private property and the public property, including but not limited to County property, caused by LICENSEE.

This Article VI, Sections A and B survive termination and expiration of this Agreement.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. Legal Notice

1. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when:

- I. received by the party to whom it is directed by hand delivery or personal service, or
- II. transmitted by facsimile with confirmation of transmission, or
- III. transmitted by electronic signature process with Certificate of Completion, or
- IV. sent by U.S. mail via certified mail-return receipt requested at the following address:

FOR THE COUNTY:
Department of Public Works
500 S. Grand Central Parkway
Las Vegas, Nevada 89155

With a copy to:
Department of Real Property
500 S. Grand Central Parkway Las
Vegas, Nevada 89155

FOR THE LICENSEE:
National Football League
345 Park Avenue
New York, NY 10154

With a copy to:
Kaempfer Crowell
Attn: Stephanie Allen
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135-2958

V. the parties shall provide written notification of any change in the information stated above.

VI. An original signed copy, via U.S. Mail, shall follow facsimile transmissions.

VII. For purposes of this Agreement, legal notices shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Agreement.

B. Lien Release

LICENSEE shall not permit any liens attached to any property owned by the COUNTY, including the APPROVED ROW LOCATIONS, for any labor or materials furnished to LICENSEE in connection with work performed and/or advertising. If any liens are filed on property owned by the COUNTY, including the APPROVED ROW LOCATIONS, LICENSEE shall promptly cause the lien to be discharged at LICENSEE's sole cost and expense.

C. Licensee's Responsibility for Services and Materials

LICENSEE shall have the charge and care of the services and of the materials to be used herein and shall bear the risk of injury, loss and/or damages to any part thereof by the action of the elements or from any other cause. LICENSEE shall rebuild, repair, restore and make good all injuries, losses and/or damages to any portion of the COUNTY property caused by LICENSEE, including but not limited to the APPROVED ROW LOCATIONS.

D. Independent Contractor

The relationship of LICENSEE to the COUNTY shall be that of an independent contractor.

E. Intentionally omitted

F. Subcontractors

LICENSEE shall not subcontract any part of its performance under this Agreement without the written consent of the Director of Public Works. Notwithstanding the foregoing, LICENSEE may engage third parties, without COUNTY approval, to (1) fulfill and/or create Super Bowl LVIII Décor on the APPROVED ROW LOCATIONS; (2) place, remove or repair Super Bowl LVIII Décor on the APPROVED ROW LOCATIONS, provided, however, that no such engagement shall relieve LICENSEE of any of its obligations hereunder; (3) maintain all insurance coverage LICENSEE would otherwise be required to carry pursuant to Article IV (A) herein.

G. Parties and Interests

This Agreement shall not bestow any rights causes of action and/or claims upon any third party, but rather shall bind and benefit the COUNTY and LICENSEE only.

H. Non-waiver

Waiver of any of the terms of this Agreement shall not be valid unless it is in writing signed by each party. The failure of either party to enforce any of the provisions of this Agreement, or to

require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Agreement, or to affect the right of such party to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other subsequent breach of this Agreement.

I. Applicable Laws

This Agreement is subject to all the laws of the State of Nevada, the ordinances of the COUNTY, the laws of the federal government of the United States of America, and all of the rules and regulations of any regulatory body or officer having jurisdiction.

J. Assignment

LICENSEE shall not assign its rights or any portion thereof or transfer any rights, duties, or responsibilities, nor delegate their duties under this Agreement without written consent of the COUNTY. Any attempt to assign this Agreement or transfer any rights, duties or delegate responsibilities or the Agreement or a portion thereof without such prior written consent of the County shall be null and void. Any assignment or delegation shall not relieve any party of its obligations under this Agreement.

K. Survival of Agreement

The terms and conditions of this Agreement regarding indemnity, liens, releases, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

L. Compliance with Laws

Each party shall comply with all applicable laws, rules and regulations and orders of all Federal, State and local governmental authorities having jurisdiction over the performance of this Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, color, sex, age, sexual orientation, disability, religion or national origin, or any other protected status and all local, state and federal laws, ordinances, codes, rules, statutes, regulations and permits.

If any discrepancy or inconsistency shall be discovered between this Agreement and any law, ordinance, regulation, order or decree, COUNTY may issue such instructions as may be necessary as solely determined by the COUNTY.

M. Severability

The paragraph headings are for reference only and do not affect the interpretation of any paragraph hereof. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions

of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Notwithstanding the above, if this Agreement is illegal under NRS 484B.313, then this Agreement will be automatically void and will automatically terminate.

N. Entire Contract

This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the COUNTY and LICENSEE. This Agreement supersedes all prior and contemporaneous communications, negotiations, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be amended, not any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement. Amendments to this Agreement will only be valid if signed by each party hereto.

O. Force Majeure

In the event either party is rendered unable, wholly or in part by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice of the particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any disabilities so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch. In such an event, LICENSEE shall provide an updated schedule satisfactory to the COUNTY for the completion of the remaining work called for under this Agreement.

The term "force majeure" as used herein, shall include acts of God, acts of the public enemy, war, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, and restraints of government and people, explosions, breakage and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided. The term "force majeure" as used herein, does not include strikes, lockouts, work slowdowns, and other labor disturbances.

P. Public Records

The COUNTY is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the Department of Public Work's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and any attached documents are deemed to be public records.

Q. No Gratuities or Gifts

LICENSEE, or agent/representative of LICENSEE, shall not offer or give any gratuities (in the form of entertainment, meals, gifts, or otherwise) to any officer or employee of the COUNTY with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

R. Interpretation, Jurisdiction and Venue

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. LICENSEE hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with this Agreement, or the performance hereof and agrees that any such suit or cause of action may be brought in any such court.

S. Covenant Not to Sue

LICENSEE agrees that it waives and releases any and all claims, causes of action and/or remedies if any have against the COUNTY, its officers, employees or representatives resulting from and/or arising out of COUNTY's termination of this Agreement.

T. Commercial Advertising Modification

To the extent allowed by this Agreement, this Agreement suspends the restriction against commercial advertising on APPROVED ROW LOCATIONS during the term of the Agreement within the applicable easements or fee estates granted by LICENSEE (or successor in interest) to the COUNTY for the APPROVED ROW LOCATIONS.

U. [Intentionally omitted.]

V. Non-Precedential Agreement

The parties agree and acknowledge that the terms of this Agreement shall be non- precedential in all respects.

IN WITNESS WHEREOF, the parties have executed this Agreement to be signed and intend to be legally bound thereby.

CLARK COUNTY, NEVADA

ATTEST:

TICK SEGERBLOM
Chair, Board of County Commissioners

Lynn Marie Goya
County Clerk

APPROVED AS TO FORM:

Lisa Logsdon
Lisa Logsdon County Counsel
Clark County District Attorney – Civil Division

NATIONAL FOOTBALL LEAGUE

LAS VEGAS SUPER BOWL LVIII
HOST COMMITTEE

By: Matthew Shapiro
Name: Matthew Shapiro
Title: VP, Events

By: Sam Jeffers
Name: SAM JEFFERS
Title: PRESIDENT CEO

ACKNOWLEDGMENT:

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on the 8th day of January, 2024, by Matthew Shapiro as VP, Events of National Football League.

NOTARY PUBLIC

Nicole Ross
Signature

My Commission expires: 11/11/2026

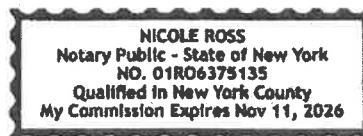


Exhibit "A"

APPROVED ROW LOCATIONS

LICENSEE is hereby permitted to place Super Bowl LVIII Décor in the following Right of Way locations during the Advertising Period:

Public Right-of-Way Locations

Super Bowl LVIII Décor will consist of graphics applied to both sides of existing and/or temporary bridge structures as approved by this Agreement. Subject to encroachment permits for each bridge structures, Super Bowl LVIII Décor is approved for the bridges structures located at the locations depicted in Exhibit A-1.

Privately owned pedestrian bridges are subject to a separate advertising agreement(s) between the property owner(s), LICENSEE, and the COUNTY. By approving this Agreement, the Director of Public Works is authorized to negotiate and sign separate advertising agreements on behalf of the County authorizing advertising in the public right of way of privately owned pedestrian bridges located at the following location:

1. (1) pedestrian bridge located on Las Vegas Boulevard South between Treasure Island Hotel and Casino and The Venetian Las Vegas.

EXHIBIT A-1

