

IN-KIND DONATION

By completing and submitting the following application, you hereby agree to the following terms and conditions regarding this In-Kind Donation.

Beginning December 1, 2021 (the "Effective Date"), Global Experience Specialists, Inc. ("GES") is willing to donate to Clark County, Nevada, acting through its Clark County Department of Public Works (CCPW), at no cost or expense to CCPW, certain GES-owned Goods and Services, which are fully identified and described in the In-Kind Donation application submitted by and further documented by GES (respectively and collectively, the "Goods and Services," as applicable and described in the In-Kind Donation application) until January 14, 2022 (the "Term"), and CCPW is willing to receive the Goods and Services in accordance with the terms of this Agreement. As a material inducement for GES to donate the Goods and Services, valued at \$6,930.00, GES and CCPW (collectively, the "Parties") agree as follows:

1. GES donates to CCPW the Goods and Services described in the In-Kind Donation application submitted by CCPW and further documented by GES, which is hereby incorporated by reference. GES is the owner of the Goods and has full authority to transfer ownership and title of the Goods. CCPW agrees and acknowledges that GES retains full title to and ownership of the Goods.
2. CCPW acknowledges that it has had the opportunity to examine the Goods provided under this Agreement and as consideration for GES donating the Goods and Services, CCPW agrees to accept all risks associated with the Goods. CCPW further agrees to defend and indemnify GES for any and all claims, losses, and/or damages of any nature whatsoever arising out of CCPW's use or possession of the Goods and Services.
3. THE GOODS ARE TRANSFERRED ON AN "AS IS / WHERE IS" BASIS AND GES MAKES NO GUARANTEE, WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE QUALITY, CHARACTER OR CONDITION OF ANY GOODS, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY APPLIES TO ONE (1) TIME OR PERMANENT USE OF GOODS.
4. Subject to the limitations of law, CCPW agrees to be responsible for damages resulting from CCPW's sole negligence with respect to the use of the Goods.

In consideration of foregoing terms and conditions, the Parties, by the completing and submitting this In-Kind Donation application, have caused this Agreement to be executed on the respective submission date to the Board of County Commissioners.

Clark County Department of Public Works

Denis Cederburg, Director of Public Works

Date