

MAGAZINE PUBLISHING AGREEMENT
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CREATIVE CONCEPTS MEDIA

Whereas the District exists to serve the public, promote the health, safety, and prosperity of the inhabitants of the Incline Village Improvement District (the "District").

Whereas Creative Concepts Media, Inc. ("dba CCMedia") is a traditional and digital media agency that buys advertising space in media for businesses; and is a sales and publication company for association magazines.

Whereas the District and CCMEDIA intend to work together in partnership to advance their collective goals.

Whereas the District owns and has exclusive right to publish certain publications known as the IVGID Quarterly Magazine (the "Magazine"). The DISTRICT is willing to grant CCMEDIA a license, for the term of this Agreement, to solicit advertising for the publication of the Magazine, collect revenues resulting therefrom, and once received, retain the revenue as set forth below, all in accordance with the terms of this agreement.

Therefore, this Publishing Agreement ("Agreement") is entered into between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT and CCMedia.

I. Obligations to the Parties.

CCMEDIA shall manage advertising sale, design, and production of the Magazine. In doing so, CCMEDIA's duties will be to:

- a. Manage advertising sales efforts for the magazine.
- b. Produce 9,500 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, three times per year in 2021 in February, June and December. (Months may change with mutual agreement, notification, and approval by ~~the District~~). In 2022 & thereafter, June and December, *and October.* *both parties*
- c. Produce 12,000 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, two times per year in 2021 in April and September. (Months may change with mutual agreement, notification, and approval by the District). In 2022 & thereafter, late March/April and September
- d. Create advertising sales media kit.
- e. Design and layout of the magazine.
- f. Gather ads from advertisers and timely production of the magazine.
- g. Prepare all advertising sales contracts, invoices and make collections.
- h. Reserve up to 60% of space for the District in each magazine.
- i. Prepare and send each magazine in PDF format to post on the District website as well as email to homeowners who prefer an electronic version.
- j. Provide page three of the magazine for the District's sole marketing use.
- k. Retain all advertising sales revenues.

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- l. Have each magazine inserted one time in the Incline Village issue of the Tahoe Tribune.
- m. Pay 50% of the cost to insert in the Tahoe Tribune.

The District shall:

- a. Provide content relative to District homeowners.
- b. Provide all edited photos, copy art, and cover art for placement in magazine.
- c. Provide District confidential mailing list to printer/mail house.
- d. Refer interested advertisers to CCMEDIA.
- e. Pay for mailing and postage costs for each of the magazines.
- f. Pay 50% of the cost to insert the magazine in the Tahoe Tribune.
- g. Pay for the cost to print the additional 2,500 magazines two times per year.
- h. Post the Magazine on District website.
- i. Provide 50 Diamond Peak Ski Resort Non-Peak Daily Lift Tickets per each contracted ski season which shall be transferable, but not for resale.
- j. Approve all rate sheets and media kits before distribution.

II. Rights of the Parties.

- a. The District shall have the right, in its sole and exclusive discretion, to disapprove of and exclude any product or business from advertising in the Magazine. No competing ski area, golf course, bottled water or tennis related service may be included in the publication.
- b. The Parties may agree to change the number of magazines published per year by mutual written agreement. There may also be an agreed upon change in printing quantities with mutual agreement.
- c. The District maintains a right to confidentiality of its information. CCMEDIA may not sell or distribute any information it receives from the District in the implementation of this Agreement. At all times hereafter, CCMEDIA will keep in confidence and trust all Confidential Information (labeled as such) that CCMEDIA learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without District's advance written consent.
- d. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

III. Scope of the Agreement.

- a. The license granted herein is for the sole purpose of soliciting purchases of advertising space. All Products shall remain the exclusive property of the District and no other

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interest in the Products is granted to CCMEDIA under this Agreement. This Agreement in no way confers upon CCMEDIA a power of attorney or enables CCMEDIA to bind the District in any other way.

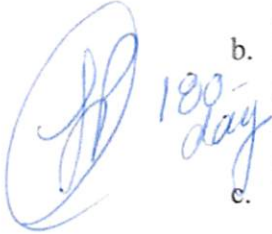
- b. CCMEDIA enters into this Agreement as, and shall continue to be, an independent contractor. Except as set forth in this Agreement, CCMEDIA shall determine the method, details, and means of performing the Services. Neither CCMEDIA nor CCMEDIA employees or subcontractors shall be deemed to be employees or agents of the District. CCMEDIA is responsible for direct payment, when and as due, of any taxes incurred as a result of the compensation paid under this Agreement, including estimated taxes, as well as for any such payments with respect to CCMEDIA employees or subcontractors, and CCMEDIA shall provide the District with proof of payment upon request.

IV. Party warranties.

- a. CCMEDIA represents and warrants that CCMEDIA has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMEDIA.
- b. CCMEDIA represents and warrants that CCMEDIA will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services. CCMEDIA represents and warrants that CCMEDIA execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMEDIA; (ii) a breach under any contract by which CCMEDIA is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- c. CCMEDIA represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.
- d. The District warrants and represents that the District is the sole owner of the Products and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.
- e. During the term of this Agreement, District agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, the District will offer reasonable suggestions to CCMEDIA of who would be good prospects for advertising. CCMEDIA agrees to use its best efforts in soliciting advertising and marketing the Products.

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V. Term of the Contract.

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- a. The Contract shall commence on January 1, 2021, and terminate on December 31, 2024, unless mutually terminated earlier in accordance with this Agreement.
 - b. Either party shall have a mutual right to terminate this Agreement for any reason upon giving ~~sixty-day~~ *180-day* notice of its intent, which will include the reason, to terminate the Agreement in writing. In the event of such termination, the terminating party must ensure it satisfies all invoices and outstanding payments before the date of termination.
 - c. In the event that this Agreement is terminated, CCMEDIA will receive full payment for all ad sales signed by the termination date paid for by the District on termination date. The District shall receive all agreed upon services contained in this Agreement. The District will be responsible for all advertising management for advertisers after the termination of this contract. Upon receiving notice of termination, CCMEDIA will provide to the District all existing contracts, all work product and other documents related to CCMEDIA services for the District.
 - d. In the event of a Force Majeure event affecting either party's performance of this Agreement for more than thirty consecutive days, the Agreement shall be terminated. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature it could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by either party. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement as soon as possible.

VI. Disputes over this Agreement.

- a. Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes.
- b. The arbitration shall take place in Washoe County, Nevada. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.
- c. Nevada law shall govern all aspects of this Agreement.

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- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

Other provisions.

- e. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- g. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

<p>Incline Village General Improvement District</p> <p>By: _____</p> <p>Indra Winquest District General Manager</p> <p>_____ Tim Callicrate Chair, IVGID Board of Trustees</p> <p>_____ Joshua Nelson IVGID General Counsel</p>	<p>Creative Concepts Media, dba CCMedia</p> <p>By: _____</p> <p>_____ Laura Partridge President</p> <p style="text-align: right; margin-right: 50px;">4/17/20</p>
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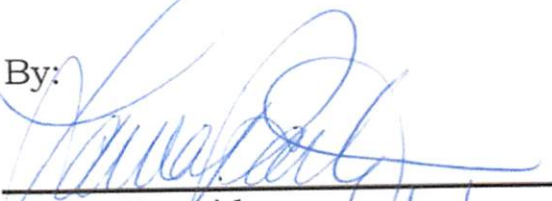
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<p style="text-align: center;">Incline Village General Improvement District</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Indra Winquest 11.18.2020 District General Manager</p> <hr style="border: 0.5px solid black;"/> <p>Tim Callicrate Chair, IVGID Board of Trustees</p> <hr style="border: 0.5px solid black;"/> <p>Joshua Nelson IVGID General Counsel</p>	<p style="text-align: center;">Creative Concepts Media, dba CCMedia</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Laura Partridge 11/17/20 President</p>
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