

Excelsior
Management AGREEMENT

This agreement is between **The City of Adelanto** A Charter City henceforth known as "CITY," and the **28th District Agricultural Association**, an Agency of the State of California henceforth known as "DISTRICT," who will be undertaking the management and operations of all City of Adelanto promoted, sponsored, or supported events, known from this point forward as either EVENT or EVENTS, located within the City limits of the City of Adelanto, California.

This agreement begins on this 23rd day of March, of the 2016 year, and continues for a period of one (1) calendar year, with an additional three (3), one (1) year contract options.

Whereas the 28th District Agricultural Association has existing staff and specialized knowledge in the recruitment, production, management and operations of safe, and successful special events within the State of California, and whereas the City of Adelanto has determined the need for a provider with specialized skills for the oversight of a growing number of events within its legal city limits, both parties do hereby agree to be bound to the following terms:

RECITALS:

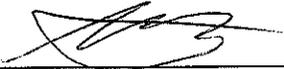
1. DISTRICT and its employees, contractors, agents, and designees are not employees of the CITY, but will have the full authority and approval to negotiate and execute EVENT revenue generating agreements and contracts on behalf of both the DISTRICT and CITY.
2. DISTRICT and its employees, contractors, agents, and designees are not employees of the CITY, but will have the full authority and approval to negotiate and execute contracts that require services and expenses as designated by the City Council of the City of Adelanto for EVENT or EVENTS but not to exceed \$50,000 without additional approval.
3. DISTRICT's responsibilities will include, but are not limited to, marketing and outreach of City of Adelanto event venues, discussions and contract negotiations for existing and future event partners and promoters, negotiation of rental and lease rates for special events located within the City of Adelanto, negotiation and contracting of food and beverage providers including alcoholic beverage at EVENTS, the collection of rent/lease revenues, oversight of any/all event facilities, oversight of all food and beverage operations, the collection of any/all food and or beverage revenues generated during any EVENT, and any other duties or responsibilities that could reasonably be construed as part of this agreement during its term.
4. As part of this agreement both parties agree that there will be no up-front fee, or reoccurring monthly, or yearly fee or fees for services.

5. As part of this agreement, both the DISTRICT and the CITY agree that any equipment owned by either party, and available at the time of need, shall be available and utilized for the production of EVENTS.
 1. Specialized Equipment requiring specialized knowledge, or licensure shall be made available by either party, when a knowledgeable operator is available.

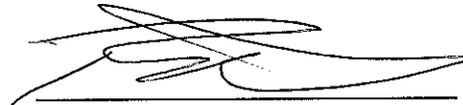
6. All EVENT or EVENTS revenues will be shared between DISTRICT and CITY according to the following scale:
 1. Rent/Lease Revenues
 1. The City of Adelanto and the 28th District Agricultural Association agree that the 28th District Agricultural Association will receive 100% of all event revenue from any event promoter, rentor or lease.
 2. Upon receipt of these funds, the 28th District Agricultural Association will pay, within 7 business Days, 30% of the total value of all funds received, to the City of Adelanto in the form of Cash, Check, or Cashiers Check.
 2. Food Revenues
 1. The City of Adelanto agrees that the 28th District Agricultural Association will negotiate all Food and Beverage contracts for EVENT or EVENTS occurring within the City of Adelanto, according to industry best practices.
 2. The City of Adelanto and the 28th District Agricultural Association agree that the 28th District Agricultural Association will receive 100% of all negotiated food and beverage revenue from any/all food and beverage providers at all City Sponsored, Promoted, or Provided Events during the term of this contract.
 3. Upon receipt of these funds, the 28th District Agricultural Association will pay, within 7 business Days, 30% of the NET RECEIVED funds to the City of Adelanto in the form of Cash, Check or Cashier's check.
 3. Alcoholic Beverage Revenues
 1. The City of Adelanto agrees that the 28th District Agricultural Association will negotiate all Alcoholic Beverage contracts for EVENT or EVENTS occurring within the City of Adelanto, according to industry best practices.
 2. The City of Adelanto and the 28th District Agricultural Association agree that the 28th District Agricultural Association will receive 100% of all negotiated Alcoholic Beverage revenue from any/all food and beverage providers at all City Sponsored, Promoted, or Provided Events during the term of this contract.
 3. Upon receipt of these funds, the 28th District Agricultural Association will pay, within 7 business Days, 30% of the NET RECEIVED funds to the City of Adelanto in the form of Cash, Check or Cashier's check.

7. It is understood by both parties, that existing agreements may be in place regarding certain event venues or locations within the City of Adelanto. Both parties agree to abide by those existing agreements during the term of either those or this agreement. Upon the conclusion, or legal termination of those agreements this agreement will replace any/all existing agreements for all venues located within the City of Adelanto for the term of this agreement.
8. This agreement shall remain in effect during the entirety of the above term, including the three (3) option years, unless either party notifies the other of its intent to terminate the contract at the end of the existing contract year.
9. CITY and DISTRICT agree that this contract is subject to the laws and regulations of the state of **California at all times.**
10. **This Agreement can be cancelled or Nullified, by either party, by giving 30 day written notice, however, in the event of any cancellation by either party, any/all pre-existing agreements for EVENTS shall remain in place, with both parties bound by the terms of the agreement as written.**

Signed:



Geoff R. Hinds, C.E.O.
28th District Agricultural Association
14800 7th Street
Victorville, CA 92395



Rickard Kerr, Mayor
the City of Adelanto

The above is the entirety of this agreement. Unless agreed upon in writing, no additional additions, requirements or stipulations exist, now or in the future.

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APPROVED AS TO FORM:



Julia Sylva
Interim City Attorney