

## **FESTIVAL OPERATIONAL AGREEMENT**

**THIS OPERATIONAL AGREEMENT** is made August 16, 2019 ("Effective Date") by and between The Hidden Sound LLC (Organizer) (hereinafter referred to as the "THS") and Land-Owner Representative Little A'LE'INN LLC ("Venue") identified below.

**WHEREAS**, THS conducts the event known as ALIENSTOCK (hereinafter referred to as the "Festival")

**WHEREAS**, THS is prepared to share operational duties with Venue

**WHEREAS**, Venue is prepared to offer land utilization

**NOW, THEREFORE**, the parties agree as follows:

**1. Place of Performance:** The place of performance is Rachel, NV with the center-location residing at the Venue. Venue expands to encompass neighboring properties allowed for parking.

**2. Date(s) and Time(s) of Performance:**

The date(s) of the Festival shall be September 19th-22nd and the time(s) of the Performance shall be Noon to 3AM on the 20th & 21st. The 19th will be used for organizing early-birds.

**3. Responsibilities of THS:**

THS agrees to adhere to the following responsibilities set forth in this agreement; (i) THS shall secure stage & production, security, operational staff, fencing for critical areas, and emergency services, (ii) THS agrees to abide by the financial decisions detailed in section (7), (iii) THS will be responsible for booking talent and spear-heading artist hospitality for the Festival, (iv) THS will make Venue official sponsors on the events and website, (v) THS will obtain necessary insurance for Festival-related situations.

**4. Responsibilities of Venue:**

Venue agrees to adhere to the following responsibilities set forth in this agreement; (i) Venue will provide a minimum of 5, maximum of 10 acres for Festival grounds, (ii) Venue will provide permits for event, (iii) Venue will provide alcohol license for event, (iv) Venue agrees to abide by the financial decisions detailed in section (7), (v) Venue will obtain necessary insurance for Venue-related situations.

**5. Vendors & Food Trucks:**

Food trucks are required to receive a permit through the county, merchandise vendors may operate through Venue, but are responsible for filing taxes for their companies. Vendors will be required to pay \$1000 fee plus a disbursement of 20% of their Gross Revenue to Festival. Deadline for Vendors to pay is September 6, 2019. Disbursement will be added to the Net Value described in section (7).

## 6. Alcohol Sales:

Alcohol sales conducted under Venue's liquor license will fall under Festival Net Revenue, \*Novelty Bud-Light Beer Cans shall fall under Venue's Merch/Vendor sales\*. All alcohol sales will be prevented for those under 21 years of age, or those already intoxicated beyond their control.

## 7. Financial Disbursements:

a.) THS & Venue agree to the following disbursement terms; (i) THS receives 65% of Festival Net-Revenue (as detailed in section c\*), (ii) Venue receives 35% of Festival Net-Revenue,

b.) Venue keeps 100% of Parking sales collected solely by their web presence, all transactions that stemmed from THS's website link on Alienstock.com require a 50% return towards THS. Disbursements of these funds are to take place every two weeks leading towards the festival- starting the second monday after the Effective Date. Parking sales on day-of will be split equally between both parties. \*Parking sales do NOT affect Net-Revenue for Festival\*

c.) Net-Revenue: Total Revenue - Expenses.

Expenses include, but are not limited to: Stages, Security, Staffing, Production, Logistical Operations, Waste Management, Toilets, Water, etc.

-For transfer to be counted as an official expense, both parties must agree upon it's purchase along with agreeing to be transparent on any & all costs associated with the festival.

Revenue includes, but is not limited to: Alcohol Sales, Sponsorship Deals, Vendor Sales, & Streaming Revenue\* (d)

d.) Streaming Platforms

Both parties agree streaming this event live could be beneficial, but to speed up the process of securing this agreement- both parties agree to make an amendment to this original document once those terms and a platform are set.

**8. Merchandising:** Both THS and Venue agree to allow each other to sell official merchandise for the event. However, these shall be the only two vendor booths allowed to sell Storm Area 51 / Alienstock themed merchandise. Items and prices include but are not limited to: Shirts for the price of \$25 USD, Hoodies for the price of \$50 USD. Both THS & Venue vendors keep their sales respectively.

**9. Emergency Medical Services:** Emergency Ambulances shall be required at the Festival. Costs shall fall under expenses for Net Revenue of Festival. EMS shall be chosen and approved by both parties, with at least (1) firetruck being present.

**10. Parking:** Venue shall provide parking for event and retain good relations with all land-owners associated with Festival. Parking sales do not affect Net-Revenue, but parking staff expenses do. Festival would be responsible for staff expenses.

**11. Security:** For Festival safety, both parties agree to work together and provide the event with enough security, security costs will be associated with Net Revenue expenses. A professional security team shall be chosen and approved by both parties.

**12. Fencing:** Venue's place of business and personal home shall be fenced off. Perimeter fencing shall be discussed and appropriated at a later date. No later than September 1, 2019

**13. Camping:** Venue will supply central areas of camping with adequate toilets along with main pathways leading to festival grounds. THS will provide toilets for main Festival-grounds. No personal campfires shall be allowed on the grounds of Rachel, NV. Both parties agree to create a list of rules for camping by no later than September 1, 2019.

**IN WITNESS WHEREOF**, this Agreement is executed on the Effective Date first above written.

**The Hidden Sound LLC**

By: \_\_\_\_\_

Title

**Little A'LE'INN LLC**

By: \_\_\_\_\_

Title