



# WASHOE COUNTY

Integrity Communication Service  
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## STAFF REPORT

BOARD MEETING DATE: March 25, 2026

**DATE:** February 24, 2026

**TO:** Open Space and Regional Park Commission

**FROM:** Stephanie D'Arcy, Park Operations Superintendent  
Community Services Department, 328-2181, [sdarcy@washoecounty.gov](mailto:sdarcy@washoecounty.gov)

**THROUGH:** Aaron Smith, Division Director, Operations  
Community Services Department, 328-2172, [aasmith@washoecounty.gov](mailto:aasmith@washoecounty.gov)

**SUBJECT:** Presentation, discussion, recommendation to approve and authorize Park Operations Superintendent to execute a three-year Special Event Agreement (2026-2028), with two (2) one-year extension options, between Washoe County and Great Reno Balloon Race, Inc. for the event to be held at Rancho San Rafael Regional Park, with compensation to the County in the amount of a \$9,920 fee and annual in-kind Park improvements of \$10,000. (Commission District 3).

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### SUMMARY

This agreement renews the partnership between Washoe County and the Great Reno Balloon Race, Inc., allowing the annual Great Reno Balloon Race to continue at Rancho San Rafael Regional Park. A new three-year agreement is proposed for the 2026–2028 event years. In previous agreements, park usage fees were waived in exchange for sponsorship. Staff recommends the Open Space and Regional Park Commission approve and authorize Park Operations Superintendent to execute a three-year Special Event Agreement (2026-2028), with two (2) one-year extension options, between Washoe County and Great Reno Balloon Race, Inc. for the event to be held at Rancho San Rafael Regional Park. Compensation includes both direct financial compensation and annual park improvements. Under the proposed agreement, Great Reno Balloon Race, Inc. will provide a fixed payment of \$9,920 to the County and commit to completing park improvement projects with a minimum value of \$10,000 annually.

All improvement projects must be reviewed and approved in advance by the Parks Department to ensure alignment with park priorities, safety standards, and master plans. Projects must be completed by December 31 of each year, and the Promoter is required to provide documentation verifying completion and value. The Parks Department will oversee project approval and retains the right to inspect all work to ensure compliance with County standards. If the Promoter does not meet the annual improvement requirement, the County may require payment equal to the unmet amount, allow a cure period, or treat the failure as a breach of the agreement.

This agreement supported the event and provides both immediate revenue and ongoing reinvestment into park infrastructure, supporting long-term maintenance and enhancement of park facilities at no additional cost to the County.

Washoe County Strategic Objective supported by this item: Economic Impacts – Support a Thriving Community

## **PREVIOUS ACTION**

**January 22nd, 2025:** Washoe County Board of County Commissioners “BCC” adopted a revised Rancho San Rafael Park master plan, including provisions for consultation with Great Reno Balloon Race, Inc. on tree location/species and expansion of 400 non-paved parking stalls to address event concerns.

**April 25th, 2023:** BCC approved a new three-year sponsorship agreement with Great Reno Balloon Race, Inc., waiving \$8,825 in park facility rental and use fees per year for 2023, 2024, and 2025.

**March 22, 2023:** Open Space and Regional Park Commission “OSRPC” approve a three-year sponsorship agreement for the annual event, waiving \$8,825 in park facility rental and use fees per year for 2023, 2024, and 2025 in consideration of Washoe County being recognized as a major event sponsor

**May 24th, 2022:** BCC adopts new Washoe County Code Chapter 95, repealing the previous version and granting OSRPC authority to approve and establish a schedule of proposed fees for park facilities, recreation programs and special events and activities.

**January 11th, 2022:** BCC approved a \$100,000 grant (from ARPA funds) to The Great Reno Balloon Race to support operational expenses for the 2022 event, ensuring its survival after the 2020 event was canceled due to the coronavirus pandemic.

**August 27, 2019:** BCC approved a three-year sponsorship agreement with Great Reno Balloon Race, Inc., including waiver of park facility rental and use fees for the events in September 2019, 2020, and 2021.

**July 8th, 2014:** BCC approved sponsorship of the Great Reno Balloon Race, waiving \$5,200 in park facility rental and use fees for the September 2nd–8th, 2014 event.

**August 13th, 2013:** BCC approved sponsorship of the Great Reno Balloon Race, waiving \$5,200 in park facility rental and use fees for the September 3rd–9th, 2013 event, in exchange for Major Sponsor recognition.

**July 19th, 2016:** Washoe County Commissioners attended the Great Reno Balloon Race’s 35th anniversary, announced a specialty license plate to benefit the Balloon Race association, and encouraged public support.

**August 11th, 2015:** BCC approved sponsorship of the Great Reno Balloon Race, waiving \$6,000 in park facility rental and use fees for the September 8th–14th, 2015 event.

**August 27th, 2002:** BCC adopted a proclamation for the 20th Anniversary of Rancho San Rafael Regional Park and the Great Reno Balloon Race, declaring September 7th, 2002 as Rancho San Rafael Day.

**1996 - 2009:** BCC approved agreement for the Great Reno Balloon Race at Rancho San Rafael Park

**BACKGROUND**

The Great Reno Balloon Race, recognized as the world’s largest free hot-air ballooning event, has been an important part of the community since 1982. Held annually over three days in early September, the event draws more than 150,000 spectators to Rancho San Rafael Regional Park and the surrounding areas. The proposed agreement covers a three-year term, reflecting the expectation of minimal changes to the event or park operations during this period. Historically, Washoe County’s status as a major sponsor resulted in the waiver of park facility rental and use fees for this event.

Washoe County Regional Parks and Open Space Fees and Charges Policy is intended as a general mechanism for effectively allocating public funds for parks and recreational services and facilities. It will help provide a consistent approach to setting user fees and to ensure a reasonable and equitable proportion of the costs to deliver programs and services are recovered through user fees. Special Events, like the Great Reno Balloon Race, are a Level III Service Level. There is a considerable increase in required staff, planning and supervision. These services will include specialized or intensive programming and facilities development. All of direct costs and a portion of indirect costs should be recovered. The cost recovery for Level III ranges from 50% - 100%.

Washoe County direct costs for the Great Reno Balloon Race are small because the event organizer employs staff and the event takes place early in the morning, outside of traditional park hours. Park Rangers shift schedules and report at an earlier hour but the event employees the staffing needed for event operations. The cost recovery and special event fee is calculated as follows, which primarily includes reserved facilities and indirect cost:

<b>2 Set-Up Days - 7am-8pm</b>	<b>Total</b>	<b>Notes</b>
Pasture/Special event fee	\$550	\$225 x 2 days
Peavine Pavilion	\$360	\$180/day x 2 days
Pagoda Pavilion	\$300	\$150/day x 2 days
Highland Pavilion	\$200	\$100/day x 2 days

<b>4 Event Days - 2am-11am</b>	<b>Total</b>	<b>Notes</b>
Pasture/Special event fee	\$900	
Main Ranch House	\$3680	\$100/hr x 8hrs + \$120/day kitchen fee
Peavine Pavilion	\$720	
Pagoda Pavilion	\$600	
Highland Pavilion	\$400	
Brahma Pavilion	\$400	
Leghorn Pavilion	\$400	

<b>2 Take Down Days - 7am-8pm</b>	<b>Total</b>	<b>Notes</b>
Pasture/Special event fee	\$550	\$225 x 2 days
Peavine Pavilion	\$360	\$180/day x 2 day
Pagoda Pavilion	\$300	\$150/day x 2 days
Highland Pavilion	\$200	\$100/day x 2 days

## **FISCAL IMPACT**

Annual fiscal impacts include

1. \$9,920 in Special Event Fee Revenue deposited into Parks Administration (140100)  
Other Misc Govt Revenue (485300)
2. \$10,000 minimum annual in-kind donations directed to park improvement projects  
within Rancho San Rafael Regional Park.

## **RECOMMENDATION**

It is recommended that the Open Space and Regional Park Commission approve and authorize Park Operations Superintendent to execute a three-year Special Event Agreement (2026-2028), with two (2) one-year extension options, between Washoe County and Great Reno Balloon Race, Inc. for the event to be held at Rancho San Rafael Regional Park, with compensation to the County in the amount of a \$9,920 fee and annual in-kind Park improvements of \$10,000.

## **POSSIBLE MOTION**

Should the Commission agree with staff's recommendation, a possible motion would be: "I move to approve and authorize Park Operations Superintendent to execute a three-year Special Event Agreement (2026-2028), with two (2) one-year extension options, between Washoe County and Great Reno Balloon Race, Inc. for the event to be held at Rancho San Rafael Regional Park, with compensation to the County in the amount of a \$9,920 fee and annual in-kind Park improvements of \$10,000."

**AGREEMENT**

This Agreement made effective as of this \_\_\_\_\_ day of 2026, by and between THE GREAT RENO BALLOON RACE, INC., hereinafter "Promoter", and WASHOE COUNTY, a political subdivision of the State of Nevada, hereinafter "County".

**WITNESSETH**

WHEREAS, Promoter desires to hold an event called "The Great Reno Balloon Race", hereinafter "Event", a portion of which will involve approximately 100 balloonists and various vendors and spectator participation events such as music and concession stands; and

WHEREAS, County owns and operates a public park facility known as Washoe County Rancho San Rafael Regional Park, hereinafter "Park", which is suitable for the needs of Promoter; and

WHEREAS, County is willing to allow Promoter to use a portion of the Park for the 2026, 2027, and 2028 event years in September, specifically September 10–13, 2026; September 9–12, 2027; and September 7–10, 2028, and further is willing to provide up to two (2) additional one year extension terms, for event years 2029 and 2030, upon mutual written agreement of the parties, with September dates for each extension year to be mutually agreed upon.

NOW THEREFORE, the parties agree as follows:

1. **RIGHT TO USE PARK:**
  - A. Promoter shall have the exclusive right to use that portion of the Park designated on the map attached hereto as "Exhibit A", as "Reserved Area", for the purpose of holding the Event upon the conditions set forth herein. It is acknowledged that other portions of the Park may be used simultaneously by other parties and the Promoter's use shall not interfere with such other use.

2. **ACCESS AND PARKING:**

- A. Vehicles will be allowed on those areas not designated as parking areas only for the purpose of moving balloons to be used in the Event into place and servicing them.
- B. Parking for non-participants and for vehicles of participants other than those required for servicing of the balloons will be restricted to those areas in the event map attached hereto as Exhibit "A", and which have been designated as parking areas by the County.
- C. Promoter and its participants will be allowed access to the Park at times when the Park is otherwise closed for the purpose of setting up or servicing the balloons, provided that uniformed security is posted at the Park after the regular closing hours. County may, at their discretion, require an identification card or other type of pass to be issued by Promoter to participants in this Event.
- D. Promoter shall have responsibility for and control over the location and way permitted fencing or other barriers are placed around or within the Reserved Area which is set forth in the event map attached hereto as Exhibit "A", and which the location and type thereof has been approved by County. Without limiting County's power to disapprove, approval may be denied if the proposed use would present a safety hazard or would unreasonably interfere with the use of other areas of the Park by persons not involved with the Event.

3. **RESPONSIBILITIES OF PROMOTER:**

- A. Promoter shall obtain all necessary licenses and permits required by applicable agencies to conduct the Event and shall provide written proof of such licenses and permits to the Department prior to commencement of the Event. Applicant shall meet with the Washoe County Community Services Department to determine the licenses and permits required by that agency. Promoter shall provide such restrooms and sanitary facilities as are required by Northern Nevada Public Health.

- B. Promoter will be responsible to protect the Park and keep it clean and, at the conclusion of the Event, will return the property to its original condition, normal wear and tear excepted.
- C. Promoter shall be responsible for coordinating the field layout and concession area, for assigning locations for vendors, and or any and all setup for pasture and pavilion event functions. Promoter shall not commence any setup before 8am on Tuesday, prior to the opening of the event. Additionally, Promoter shall remove, or have removed, from the park all equipment, concessions, and/or other event items prior to 7pm on the Monday following the end of the event. If promoter does NOT have all equipment, concessions and/or all other items removed prior to 7:00pm PST on Monday immediately following the event, a fee of \$500.00 will be charged as a late fee. An additional \$500.00 will be charged per day for every day after until all equipment, concessions and all other items are removed and cleanup is complete.
- D. Promoter shall provide a minimum of thirty (30) individuals over the age of eighteen (18) for the purpose of parking cars and directing traffic, from 4 a.m. - 10 a.m., Thursday, Friday, Saturday and Sunday. These attendants must be equipped with one flashlight and reflective vest per person, the cost of which is to be borne by Promoter.
- E. Promoter shall provide staff at gates and at the Washington Street/Rancho San Rafael Drive intersection from the time gates are opened in the morning until 10 a.m. for traffic control and direction.
- F. Promoter shall be required to install temporary fence along the path next to Herman's Pond and across the top by Lear Garden to prevent attendees from walking down the slope.
- G. Promoter shall provide a minimum of twelve (12) people to assist in the cleanup of Park grounds from 7 a.m. - Noon, Thursday through Monday. Cleanups shall include litter pickup, emptying garbage cans, and loading garbage into dumpsters.
- H. Promoter shall be fully responsible for the security of their equipment, structures, supplies and venues throughout the set up and take down stages for

the Event and during the Event itself and will provide uniformed security to the extent necessary during the Event.

- I. All Promoter improvements required for the successful completion of the Event shall be Promoter's responsibility and must be authorized in writing by County.
- J. Promoter will be responsible to inspect the area of the Park being used by it before it accepts said area from County. Promoter will either notify County of any such hazard(s), and/or take steps to eliminate such hazards which it is reasonably able to fix when presented to it in said area during the inspection. If Promoter is able to, it will take steps to eliminate such hazards presented to it which are necessary to adequately protect Promoter's users of said portion of the Park, without affecting that portion of the Park's normal use. If hazard(s) are identified by Promoter during its initial inspection, it will take reasonable steps to protect its users of said portion of the Park from hazards by either the installation of barricades, coverings, or warning signs. Inspection of and acceptance of the area of the Park being used for the Event by Promoter, without first providing notice to County of said hazard, constitutes waiver of any subsequent claim(s) related to the condition of that area of the Park being used by Promoter, for which Promoter knew about without first notifying County, or which they could have reasonably discovered during the initial inspection of the Park prior to acceptance of the area of the Park.
- K. Promoter shall provide dumpsters as deemed necessary and agreed to by County.
- L. Promoter shall be responsible for arranging recycling collection services for vendors and attendees. The following items will be collected:
  - i. Beverage containers - plastic bottles, aluminum cans
  - ii. Packaging material - cardboard boxes, boxboard, and clean paper
- M. Promoter agrees to arrange for portable recycling containers next to trash cans, and service the containers as necessary. Appropriate signage for vendors and attendees should be set up to provide notice of where to place recyclables.

- N. Promoter shall provide the necessary ample lighting as deemed necessary for safe access by spectators to the event.
- O. County shall provide services as outlined in Section 4 of the Agreement. In the event it becomes necessary for County to provide additional services not otherwise described herein, or if County provides any additional services requested by Promoter, Promoter agrees to pay County its customary charge for such services.
- P. Promoter shall be responsible for providing any additional trash receptacles and liners for receptacles.
- Q. Promoter shall provide staff in and around Lear Garden to direct patrons to the proper paths and restrict access to slope and other sensitive areas on days that the parking is used in the pasture above the Arboretum. Staff shall remain in place until the patrons who parked in the pasture are gone.
- R. Promoter shall only permit four (4) or fewer overnight RV/Campers. This includes event security, propane area security, and any other staff who may need to stay overnight. No more than two (2) overnight vehicles will be permitted at the propane refueling area.
- S. Promoter shall notify Parks and receive permission for any pre-event balloon launches no later than five (5) days before the requested launch date.
- T. **Annual Improvement Obligation:** The Promoter shall complete Park Improvement Projects with a minimum aggregate value of \$10,000 per calendar year (“Annual Improvement Obligation”) as partial consideration for this Agreement.
- i. All projects shall be submitted in writing to the County for prior review and approval. The submission shall include a detailed scope of work, cost estimate, proposed schedule, and any supporting plans or specifications. No work shall be undertaken without the prior written approval of the County.
  - ii. The Promoter shall promptly address any identified deficiencies to the satisfaction of the County.

- iii. All approved projects shall be completed no later than December 31 of each calendar year during the term of this Agreement. The Promoter shall provide documentation of completion, including invoices, receipts, and any required inspections or certifications.
- iv. All work shall be performed in accordance with applicable federal, state, and local laws, regulations, and permitting requirements.
- v. If the Promoter fails to complete the Annual Improvement Obligation by December 31 of any given year, County may, at its sole discretion, require the Promoter to (a) remit payment to the County in an amount equal to the unmet portion of the Annual Improvement Obligation, (b) complete the outstanding work within a specified cure period, or (c) treat such failure as a material breach of this Agreement.

4. **SERVICES BY COUNTY:**

- A. County shall provide Park Ranger staff from Thursday through Sunday, from 6 a.m. - 10 a.m.
- B. County shall coordinate diversion of the ditch water in an effort to keep the pasture area dry for set-up and use by Promoter.
- C. County shall clear the brush along the southern fence line of the pasture to allow for access and safety.
- D. County shall mow the northeast pasture near SW corner of McCarran Blvd and Virginia St. prior to the event to allow for parking by the Promoter.
- E. County shall review and approve or deny concession vendors in a timely manner.
- F. County shall review the proposed scope of work, cost estimate, schedule, and supporting documentation for consistency with departmental priorities, park master plans, safety requirements, and applicable standards.
- G. The Parks Department shall provide a written determination to approve, deny, or request modifications to the proposed project within a reasonable timeframe. Approval may be conditioned upon revisions, additional information, or compliance with specific requirements as deemed necessary by the County.

- H. County shall identify any required permits, standards, or specifications applicable to the approved work and communicate such requirements to the Promoter.
- I. The Parks Department shall have the right, but not the obligation, to monitor and inspect project work at any time to verify compliance with the approved scope, quality standards, and applicable laws and regulations.
- J. Upon notification of project completion by the Promoter, the Parks Department shall conduct a final inspection and shall provide written confirmation of acceptance or identify any deficiencies requiring correction within a reasonable timeframe.

5. **CONCESSION:**

- A. Promoter shall provide and have concession rights as to all food and beverage and souvenir items sold in that portion of the Park used for the Event. Washoe County retains the rights to provide food and beverage at times and locations during the event as not to impede or interfere with those of the event organizers. Concession vendors must first be approved by County.
- B. If the Event is cancelled for any reason other than the failure of County to perform its obligation, Promoter shall be responsible to reimburse County for its expenses and any loss of income it incurs due to the rental of pavilions which could have been otherwise used had Promoter not reserved the Park.

6. **INDEMNIFICATION AND INSURANCE:**

- A. County has established specific indemnification and insurance requirements for organizations using County facilities or property. Indemnification and hold harmless clauses are intended to assure that the organization accepts and is able to pay for the loss or liability related to its activities.
- B. Attention is directed to the insurance requirements below. It is highly recommended that the Promoter confer with their respective insurance carriers or brokers to determine in advance of the availability of insurance coverage and notification requirements as prescribed and provided for herein.
- C. **Indemnification Agreement:** Promoter agrees to hold harmless, indemnify, and defend County, its officers, officials, agents, employees, and volunteers

from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death, personal injury, or property damage to property of others and to Promoter's property caused by any action, either direct or passive, the omission of, failure to act, or negligence on the part of Promoter, its employees, volunteers, agents, representatives, contractors, or subcontractors arising out of the use of the Park premises or by those other(s) who are specifically identified as being under the direction, supervision, or invitation of Promoter.

i. In the event of a lawsuit against the County, its officers, officials, agents, employees, or volunteers who are not otherwise being defended by Promoter and/or Promoter's insurance carrier, then in that event, Promoter shall reimburse County at the conclusion of litigation for costs of County personnel in having to defend such actions, unless litigation determines that County was solely negligent, and/or had engaged in intentional tort(s). Reimbursement for the time spent by County's Counsel in having to defend County in said action shall be charged at the rate which would be charged by private counsel for their services.

D. **General Requirement.** Promoter shall purchase Industrial Insurance and General Liability as described below. The cost of such insurance shall be borne by the Promoter.

E. **Industrial Insurance.** It is understood and agreed that there shall be no Industrial Insurance coverage provided for Promoter by the County. As Promoter has no employees, it is their intent not to purchase Industrial Insurance. Promoter is to require all subcontractors to provide industrial insurance coverage and agrees to hold harmless, indemnify, and defend County from and against any claim filed by any Promoter employee or volunteer which would have been covered by Industrial Insurance, had it been in place.

F. **Minimum Limits of Insurance.** General Liability: \$2,000,000 combined single limit per occurrence. \$2,000,000 annual aggregate for bodily injury,

personal injury and property damage under ISO GL Airmeet Liability form. The limit provided by this policy will be dedicated to this event and any aggregate limit will not be eroded by any other extent loss or party. Coverage shall not be less than equivalent to the above form except upon prior written approval by County's Risk Management Division. All liability coverage shall be on an "occurrence" basis.

- G. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the County's Risk Management Division, in writing. The County reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the County's Risk Manager prior to the change taking effect.
- H. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:
- i. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability, arising out of the activities performed by or on behalf of Promoter, including the insured's general supervision of Promoter; products and completed operations of Promoter; premises owned, occupied or used by Promoter; or automobiles owned, leased, hired or bon-owed by Promoter. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
  - ii. Under the property damage coverage provided by the Promoter's insurance contract, it is understood that with respect to damage to County property by Promoter or by others under its direction, supervision, auspices, or invitation, it will be covered by the policy without regard to the County being an insured and the operation care custody and control exclusion.

- iii. The full limits of liability provided by this policy including any general aggregate limit will apply separately to this event.
- iv. Promoter's insurance coverage shall be primary insurance as respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess to Promoter's insurance and shall not contribute with it in any way.
- v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided by the Promoter to County, its officers, officials, employees or volunteers.
- vi. Promoter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or not renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County.

I. **Verification of Coverage.** Promoter shall furnish County with original endorsements affecting coverage and with certificates for all insurance required by this contract. The endorsements and certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by County thirty (30) days prior to the event. County reserves the right to require complete certified copies of all required insurance policies at any time.

7. **TERMINATION:**

A. **Termination Without Cause.** Regardless of any terms to the contrary, this Agreement may be terminated upon written notice by mutual consent of both parties. The County unilaterally may terminate this Agreement without cause by giving not less than thirty (30) days' notice. If this Agreement is

unilaterally terminated by the County, Promoter shall use its best efforts to minimize cost to the County and Promoter will not be paid for any cost that Promoter could have avoided.

- B. The County may terminate this Agreement, and Promoter waives all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding from County and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. **Termination with Cause for Breach.** A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Agreement, which shall not be sooner than the expiration of the Time to Correct, if applicable. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:
- i. If Promoter fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
  - ii. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Promoter to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, terminated, suspended, lapsed, or not renewed; or
  - iii. If Promoter becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - iv. If the County materially breaches any material duty under this Agreement and any such breach impairs Promoter's ability to perform; or
  - v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Promoter, or any agent or representative of Promoter, to any officer or employee of the County with a view toward securing an

Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

- vi. If it is found by the County that Promoter has failed to disclose any material conflict of interest relative to the performance of this Agreement.
- vii. Failure to satisfy either the fixed fee payment or the Annual Improvement Obligation in accordance with this Agreement shall constitute a material breach and may result in suspension, revocation, or termination of the Agreement, in addition to any other remedies available to the County.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to contact and the time for termination of the Agreement upon breach under subsection 8C, above, shall run concurrently, unless the notice expressly states otherwise.

E. **Winding Up Affairs Upon Termination.** In the event of termination of this Agreement for any reason, the parties agree that the provisions of this Section survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
- ii. Promoter shall acceptably complete repair work under this Agreement if requested by County. In the event Promoter fails to complete the requested repair work, Promoter shall reimburse County for County's expenses in completing the repair work.

iii. Promoter shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so, requested by the County.

**8. FORCE MAJEURE:**

A. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party accessing such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

**9. GOVERNING LAW:**

A. The Agreement shall be governed by the laws of the State of Nevada, both as to interpretation and performance. Any lawsuit arising out of this Agreement shall be brought in the Second Judicial District for the State of Nevada.

**10. ATTORNEY FEES:**

A. In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall also recover reasonable attorneys' fees and costs of suit. Any legal action will be brought in the Second Judicial District for the State of Nevada.

**11. ASSIGNMENT:**

A. This Agreement shall be binding upon the parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part thereof shall occur unless mutually agreed upon in writing by both parties.

**12. MODIFICATION:**

A. This Agreement may be modified in writing and signed by both parties.

**13. SEVERABILITY:**

A. Each paragraph and provision of the Agreement is severable, and if one or more paragraphs or provisions of the Agreement are declared invalid, the

remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.

14. **ENTIRE AGREEMENT:**

A. This Agreement and references exhibit incorporated herein constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communications between the parties.

15. **TERM:**

A. Unless terminated sooner, this Agreement shall be in force for 2026, 2027 and 2028 event years in September with two (2) additional one year extension terms, for event years 2029 and 2030, upon mutual written agreement of the parties.

16. **PAYMENT TO COUNTY**

- A. Promoter shall provide financial compensation to the County in two components: (i) a fixed monetary payment, and (ii) an Annual Park Improvement obligation.
- i. Promoter shall pay \$9,920 directly to County annually, no later than thirty (30) days prior to the start of the event.
  - ii. Promoter shall satisfy an Annual Improvement Obligation in the minimum amount of Ten Thousand Dollars (\$10,000) per calendar year. This obligation shall be fulfilled through the completion of County-approved projects in accordance with the requirements set forth in this Agreement.
    1. The Annual Improvement Obligation is separate from and in addition to the fixed fee and shall not be offset, reduced, or substituted by the payment of the fixed fee or any other costs incurred by the Promoter related to the event, unless expressly authorized in writing by the County.
    2. All improvements associated with the Annual Improvement Obligations shall become property of Washoe County upon completion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WASHOE COUNTY, NEVADA

GREAT RENO BALLOON RACE

By \_\_\_\_\_

Stephanie D’Arcy  
Park Operations Superintendent

By \_\_\_\_\_

Pete Copeland  
Executive Director

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2021

by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY

STATE OF \_\_\_\_\_

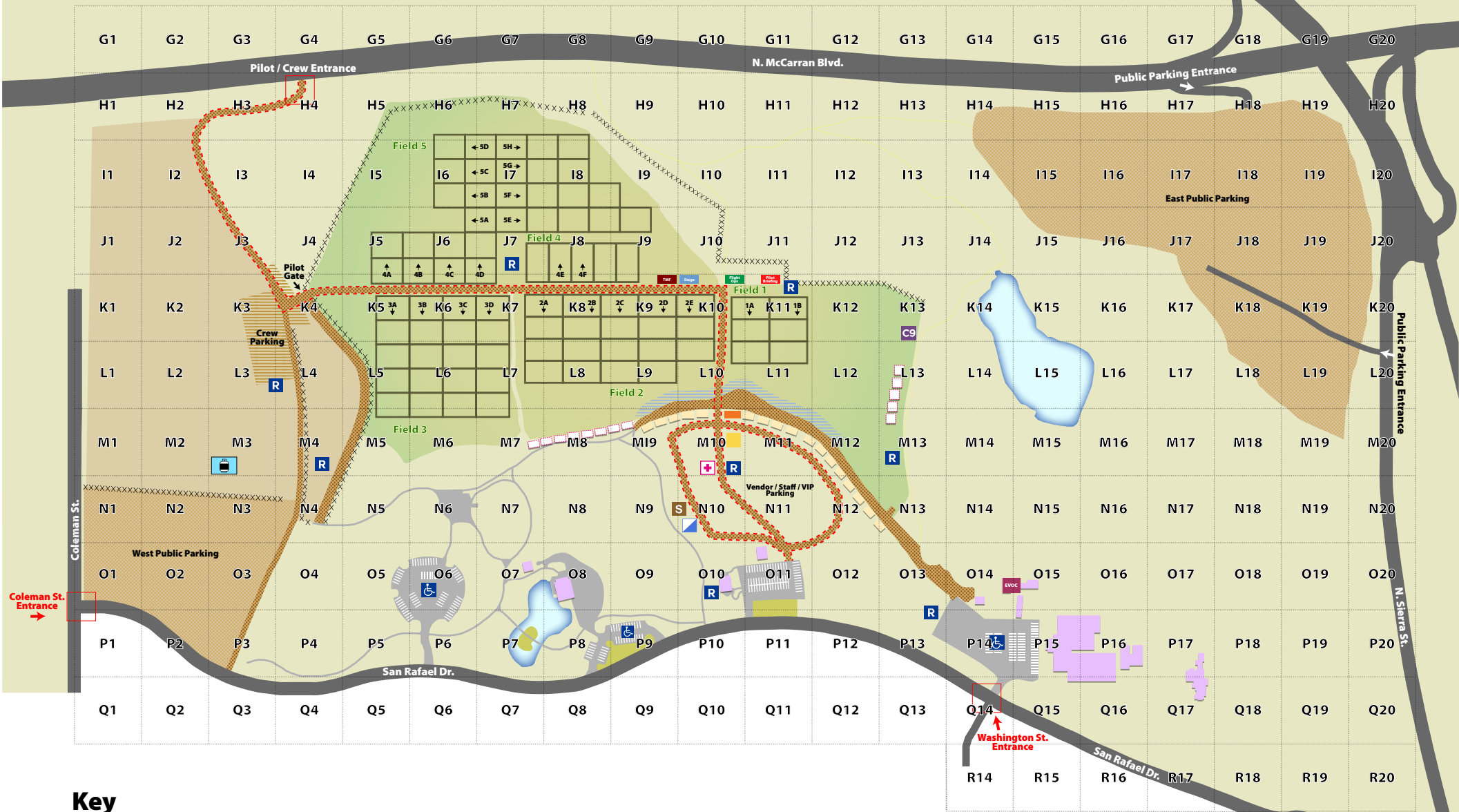
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2021

by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY

# Exhibit A



## Key

- |  |                     |  |                  |  |                  |  |                        |  |                               |
|--|---------------------|--|------------------|--|------------------|--|------------------------|--|-------------------------------|
|  | Pilot Briefing Tent |  | First Aid        |  | Public Parking   |  | Fields                 |  | Cloud 9                       |
|  | Stage               |  | Command Center   |  | Dirt Road        |  | Ponds                  |  | Truckee Meadows Fire & Rescue |
|  | VIP Tent            |  | Propane          |  | Emergency Road   |  | Barbed Wire Fence      |  | Emergency Operations Center   |
|  | Blanket Area        |  | Disabled Parking |  | Walking Paths    |  | Restrooms              |  | Vendors                       |
|  | Buildings           |  | Crew Parking     |  | Ingress / Egress |  | Washoe County Sheriffs |  | Merchandise Tent              |
|  |                     |  |                  |  |                  |  |                        |  | Lost Children Tent            |

