

**CONTRACT FOR SERVICES
OF INDEPENDENT CONTRACTOR
FOR PLANNING, IMPLEMENTATION AND MANAGEMENT
OF SPECIAL EVENTS IN VIRGINIA CITY, NEVADA**

A Contract Between the Virginia City Tourism Commission (VCTC)
P.O. Box 920
Virginia City, NV 89440
Phone: (775) 847-7500

And

Liquid Blue Events, LLC (LBE)
748 South Meadows Parkway, Suite A9 #275
Reno, NV 89521
775- 851-4444

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions, or institutions to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Virginia City Tourism Commission;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by Virginia City Tourism Commission.
2. **DEFINITIONS.** “Commission” means the Virginia City Tourism Commission, a Fair and Recreation Board, established pursuant to NRS 244.599 by Storey County, a political subdivision of the State of Nevada. “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. “Independent Contractor” means a person or entity that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year. “Contracting Agency” means the Virginia City Tourism Commission, Storey County, Nevada.
3. **CONTRACT TERM.** This Contract shall be effective from January 1, 2023 to December 31, 2023, unless sooner terminated by either party as specified in paragraph 10.
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

ATTACHMENT B: FEE SCHEDULE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in Attachment A with payments made in accordance with the fee schedule set forth in Attachment The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Commission, County, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Comptroller, State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum six (6) years,. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties.

b. Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Virginia City Tourism Commission, state and/or federal sources. The Commission may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired or the Contracting Agency does not appropriate funds for this contract

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract 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 Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- iv. If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- v. If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- vi. If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph 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 Contract. 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. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- iv. Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without

limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for County-employed attorneys.

12. LIMITED LIABILITY. The Commission will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the contract maximum value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. 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 asserting 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.

14. INDEMNIFICATION. To the fullest extent permitted by law Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Commission whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the Commission shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the Commission; (4) participation or contributions by either Contractor or the Commission to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the Commission. Contractor shall indemnify and hold Commission harmless from, and defend Commission against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the Commission. The Commission and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. INSURANCE. Contractor shall, at the Contractor's sole expense, procure and maintain a policy of General Liability Insurance (Occurrence Form) in the amount of \$1,000,000 or as may be required by the VCTC Tourism Director.

General Requirements:

- a. Additional Insured: By endorsement to the general liability insurance policy evidenced by Contractor, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.

- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Commission. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the County.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the Commission, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract.
- f. Other requirements. The insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made. The insurance company shall be currently rated by A.M. Best as “A-VII” or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting agency:

1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees, and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized insurer to bind coverage on its behalf. The Commission project/contract; description and contract effective dates shall be noted on the certificate, and upon renewal of the policies listed Contractor shall furnish the Commission with replacement certificates as described within INSURANCE section noted above.

Review and Approval: Documents specified above must be submitted for review and approval by the Commission prior to the commencement of work by Contractor. Neither approval by the Commission nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157

and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by the Commission, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the County.

21. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the Commission and all such materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the Commission shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall

ATTACHMENT A

SCOPE OF WORK

Subject events:

- a. Devil Made Me Dot It Valentine's Event
- b. Rocky Mountain Oyster Fry
- c. Father Daughter Day & Dance
- d. Chili on the Comstock
- e. International Camal & Ostrich Races
- f. World Championship Outhouse Races
- g. The Hunt for the Spirits
- h. The Grinch Made Me Do It Saloon Crawl

Scope of Services:

A. Contractor responsibilities

1. Sponsors, Vendors & Partners

- a. Manage solicitation, logistics, coordination and fulfillment across all event under the supervision of the VCTC Tourism Director.
- b. Review and further develop tiered sponsorship program for each applicable event, as well as an all encompassing sponsorship program to include all VCTC events. Any sponsorship program will be reviewed and approved by the VCTC Tourism Director prior to soliciting prospective sponsors.
- c. Solicit all potential ticket locations, saloon crawl stops and local partnerships.

2. Marketing

- a. Work with VCTC's marketing agency on any recommended paid media schedules to best suit each individual event.
- b. Promote the VCTC website as the driving force behind ticket sales and participant registration through the VCTC's marketing agency for PR, social media and marketing efforts.
- c. All marketing efforts will be reviewed and approved by the VCTC Tourism Director.

3. Overall Event Management

- a. Responsible for management of all aspects of budgeting, expenses, revenue and reporting for each event.
- b. Upon individual budget approvals by VCTC, VCTC will submit and voucher the full budgeted expense amount (Master Expense) including all necessary cash-in-registers amounts, minus any previously agreed upon hard costs for marketing the event, directly to Contractor.
- c. All expenses will be paid by Contractor, under the pre-approved budgets.
- d. Work with VCTC / Storey County at the conclusion of each event to accurately reconcile all accounting and financial reporting.
- e. Reimburse the VCTC for all expenses, minus any prepaid marketing costs which includes upfront cash-in-register amounts and final commissions.
- f. Work with VCTC on all permits and applications as it pertains to each event with Contractor responsible for any and all associated fees paid via pre-approved Master Expenses.
- g. Manage all event layout and décor.
- h. Responsible for invoicing/billing and collecting all revenues and fees in association with sponsorships, ticket sales, bar revenue, silent auction, etc.,
- i. Schedule all entertainment and hired event staff.
- j. Manage all event volunteers

- k. Solicit, secure, and fulfill any VCTC event silent auction/raffle needs when applicable.
- l. Create a ticket location lead list for ticketed events, and once approved by VCTC, Contractor will manage all ticket locations and participation.

B. VCTC Responsibilities. VCTC will maintain ownership of each event at all times and will provide support to event management in the form of the following activities:

1. Work with contractor and producing a pre approved budget for each event.
2. All invoices and costs associated with each VCTC event will be paid by Contractor via pre-approved “Master Expenses” managed by contractor.
3. All event revenues are to be deposited and managed by Contractor with accurate and detailed chart of accounts/POS reporting available to the VCTC during post event reconciliation.
4. All event contracts and agreements will remain in the VCTC / Storey County name but can be signed by Contractor representative on behalf of the VCTC upon contract agreement approvals by the VCTC.
5. Manage and secure all Storey County event permits and applications as it pertains to each event. Contractor will continue to handle all liquor, health, and vendor permits per event. Any associated fees will be paid by Contractor via the pre-approved “Master Expenses”.
6. Responsible for all scheduling of events listed above.
7. Maintain, manage, and acquire all necessary event insurance policies, whether individual and/or under an umbrella, including any and all necessary additional insured certificates where applicable.
8. Be available for a minimum of one hour brainstorming sessions at least twice per month.
9. Staffing and volunteer support when necessary and/or applicable.

C. Direct Costs / Productions

VCTC will voucher and pay out to Contractor each individual event’s total projected expenses, including all cash-in-register amounts “Master Expenses” minus any previously agreed upon hard costs for marketing the event. The contractor will deposit said “Master Expenses” into a Contractor bank account. Contractor will then pay for any and all event expenses via this bank account, which will allow for accurate, less time consuming event accounting, budgeting, and post-event reconciliations. This “Master Expense” system will be put in place to eliminate delays on overall event production and final post-event financial reconciliation reporting. Contractor will have direct access to said account via debit cards, checks, deposit slips, etc. with consistent and accurate financial reporting back to the VCTC.

Upon approvals of each individual event budget, Contractor will invoice the total amount of budgeted expenses minus any previously agreed upon hard costs for marketing the event to Storey County. The VCTC will then provide full payment via check from Storey County which will be deposited directly into Contractor bank account, giving Contractor the immediate access to funds needed to accurately and efficiently manage and produce each individual event. Each of the individual event’s budgeted expenses to be invoiced shall also include the total amount of petty cash (cash-in- registers) needed per event.

In the event that any direct costs are incurred by Contractor while performing contract event management duties and on-site responsibilities during actual event dates, Contractor will provide an invoice with documented receipts to be reimbursed to Contractor via the event Master Expenses and not the VCTC. These direct costs, when applicable, will be built into each individual pre approved event budget (e.g., hotel rooms, staffing, food beverage, supplies etc.)

Larger size production and print projects (newsletters, mass mailings, printing, etc.) will be estimated in advance and presented to the VCTC for approval prior to any such projects initiating.

In the event that any capital expenses are incurred in the production in of any of the above listed events, those dedicated capital expenses will not be included in the overall Contractor profitability incentives budget. Capital expenses include, but are not limited to, any tangible purchased items where full ownership is held by VCTC and in no way benefit Contractor moving forward. (Example: Relocation and construction of a new camel race arena/ fairground improvement.). Any and all capital expenses will be predetermined and pre-approved through VCTC prior to purchase and will not be included in each individual events budget management as it only pertains to the VCTC.

One storage unit will be provided in Virginia City at the Virginia City Fairgrounds, to store, organize, maintain, and monitor all items pertaining to the production of the events listed above.

ATTACHMENT B

FEE SCHEDULE

1. Retainer: A monthly Retainer of \$2,400 per month to will be paid to Contractor to compensate for event creative services. Such retainer shall be invoiced monthly by Contractor.
2. Profitability incentive: Contractor shall keep 90% of net profits combined between all revenue generating VCTC events managed by Contractor. Example:

| | Net Profit |
|---------------------------------------|------------------|
| Devil Made Me Do It Valentine's Event | \$ 4,000 |
| | |
| Rocky Mountain Oyster Fry | \$ 10,000 |
| Father Daughter Day and Dance | \$ 4,000 |
| Chili on the Comstock | \$ 10,000 |
| International Camel & Ostrich Races | \$ 40,000 |
| World Championship Outhouse Races | \$ 1,000 |
| The Hunt for the Spirits | \$ 4,000 |
| The Grinch Made Me Do It Saloon Crawl | \$ 3,000 |
| Total Annual Event Net Profit | \$ 76,000 |
| <i>Contractor Event Incentive</i> | <i>\$ 68,400</i> |

3. Event Loss: The VCTC has complete ownership of each of their signature events including trademark rights. The final decision making for any marketing or budgeting purposes lie slowly with the Tourism Director, his/her designee and the VCTC board. In the event that any VCTC event loses money, or if the VCTC's overall event calendar loses money, contractor shall not be financially responsible for any losses whatsoever.
4. New Events: The compensation for managing any new events not associated with this agreement will be negotiated on a case by case basis.
5. Non-contracted Services: Any scope of work outside of the above mentioned contracted services will be billed to the VCTC by Contractor at a rate of \$150 per hour these non-contracted services shall encompass, but are not limited to, graphic design, additional event consultations, non-contracted labor, cancellation procedures, VCTC mandated event structure adjustments, etc.. These non-contracted services shall not exceed \$3,000 inside a fiscal year without VCTC approval.