

AGREEMENT FOR SERVICES

THIS CONTRACT is between the BOARD OF TRUSTEES OF THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, as "Library", and Lindz Aver/Queer Kid Creative, LLC, whose address is [REDACTED], as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide the Library with the following services:

One (1) 45-minute performance for Family Pride Day 2022

2. CONTRACT TERM. The location(s), date(s) and time(s) of the contract shall be:

Clark County Library

1401 E. Flamingo Rd., Las Vegas, NV 89119

Saturday, October 15, 2022 at 11:15 am

3. COMPENSATION. The Library shall pay the Contractor as full compensation for everything furnished and done under this contract (covers all services, performers, supplies, airfare, hotel, transportation, agent fees, etc.) a fee of:

\$3,000.00 (Three Thousand Dollars) total, all-inclusive. Payable as 50% (\$1,500.00; One Thousand and Five Hundred Dollars) mailed upon receipt of a fully-signed executed Agreement by both parties and the remaining balance of 50% (\$1,500.00; One Thousand and Five Hundred Dollars) mailed within 30 days after the fulfillment of all Performance Services and Contract Terms listed above.

4. PAYMENT. The Contractor shall send its application for payment to the Las Vegas-Clark County Library District, 7060 W. Windmill Lane, Las Vegas, NV 89113. Payment will be made within thirty (30) days after receipt of the Contractor's application and determination by the Library that Contractor's work is satisfactory, except as provided by law.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer nor subcontract its interest, in whole or in part, without the other party's prior written consent.
7. DISPUTES. This contract shall be performed under the laws of the State of Nevada. Any litigation to enforce this contract or any of its provisions shall be brought in Clark County, Nevada.
8. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
9. NON-INTEREST. No member of the governing body or authorized representative may be interested directly or indirectly in any contract entered into by the governing body.
10. TERMINATION. Either the Library or the Contractor may terminate this Agreement at any time by giving written notice of termination to the other contracting party. In the case of termination by the Library, the Contractor shall, upon receipt of notice of termination, refrain from incurring any further costs under this Agreement and shall

use its best efforts to cancel any commitments made by it prior to receipt of such notice. Termination shall, however, not affect any commitments of the Contractor which, in the judgment of the Library, have properly become legally binding prior to the effective date of termination and which could not reasonably have been rescinded by the Contractor. Any prepaid but unearned funds shall be returned to the Library.

It is understood and agreed, however, that in the event the Contractor is in default upon any of its obligations hereunder at the time of termination, the Library shall be entitled to pursue any rights or remedies which the Library may have against the Contractor by reason of such default, and the Library may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

11. LIABILITY. In the performance of this contract, the Contractor is an independent contractor and the Contractor, its officers, employees, agents or subcontractors shall not be considered to be employees or agents of the Library. The Contractor shall indemnify and hold the Library harmless from any loss, liability, damage, death or injury to any person or property, from any negligent or wrongful act or omission of the Contractor, its agents, or employees, arising directly or indirectly as a consequence of this contract.
12. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.
13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice and that only material and workmanship of the best quality are to be used.
14. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign, transfer, or convey this Agreement or any part hereof or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder without the prior written consent of the Library. Any such subcontracts and all other arrangements made by the Contractor in connection with its performance hereunder, including the Contractor's arrangements with its agents and employees, shall be made subject to, and consistent with the conditions and limitations of this Agreement.
15. WARRANTY OF ORIGINALITY. The Contractor warrants that all material produced by the Contractor and delivered to the Library hereunder shall be original except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory, or other proprietary rights of others, and that it will hold harmless the Library from any costs, expenses, and damages resulting from any breach of this warranty.
16. USE OF NAME. The Contractor agrees not to use the Library's name or the names of any staff members or employees thereof in advertising, sales promotion work, or in any other form of publicity except with the written permission of, and to the extent approved by the Library.
17. NONDISCRIMINATION. During the performance of this contract, the Contractor and its subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, creed, age or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under the contract.

18. CONFLICT OF INTEREST. An official of the Library, who is authorized on behalf of the Library to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement for Services, payments under this Agreement for Services, or work under this Agreement for Services, shall not be directly or indirectly interested personally in this contract or in any part hereof. No officer or employee, of or for the Library, who is authorized on behalf of the Library to exercise any executive, supervisory or other similar functions in connection with this Agreement for Services, shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, sub contract, insurance contract, or any other contract pertaining to this Agreement for Services.

Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Library relating to this Agreement for Services. Notwithstanding any other provision of this Agreement for Services, if such interest becomes known, the District may immediately terminate this contract for default or convenience, based on the culpability of the parties.

19. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements or understandings, either oral or written, between the parties and contains all the terms and conditions agreed upon by the parties.

20. INDEPENDENCE OF PARTIES. This Agreement shall not create any agency, partnership, association, or joint venture between the parties. Neither party shall have any right or authority to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party contractually in any manner whatsoever.

Approved as to Form:

DocuSigned by:
Gerald M. Welt
Attn: 10249197458E495... Las Vegas-Clark County Library District

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT:

DS s DS By kelvin Watson
Executive Director DDD5F1D38D0145F...

ARTIST/ORGANIZATION:

By (print name) Lindz Aver

Signature Lindz Aver
7B248F888EB04A9...

Date 6/8/2022 | 9:24 AM PDT

Title Founder & CEO, Queer Kid Creative, LLC

Fed. Tax I.D. OR Social Sec. No. [REDACTED]