

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for ³_____ days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name Boys and Girls Club of Central Arizona 50%
Percentage

Address 335 East Aubrey St. Prescott, AZ 86303

Name Eagle Management and Events LLC 50%
Percentage

Address 520 Ellenwood Drive
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

²_____ # Police Fencing
⁶_____ # Security personnel Barriers

Double five foot fencing around event. Visual and scanned ID checking.

Two entrances and exits in the footprint of the event.

One bar area to allow for better supervision of liquor sales.

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

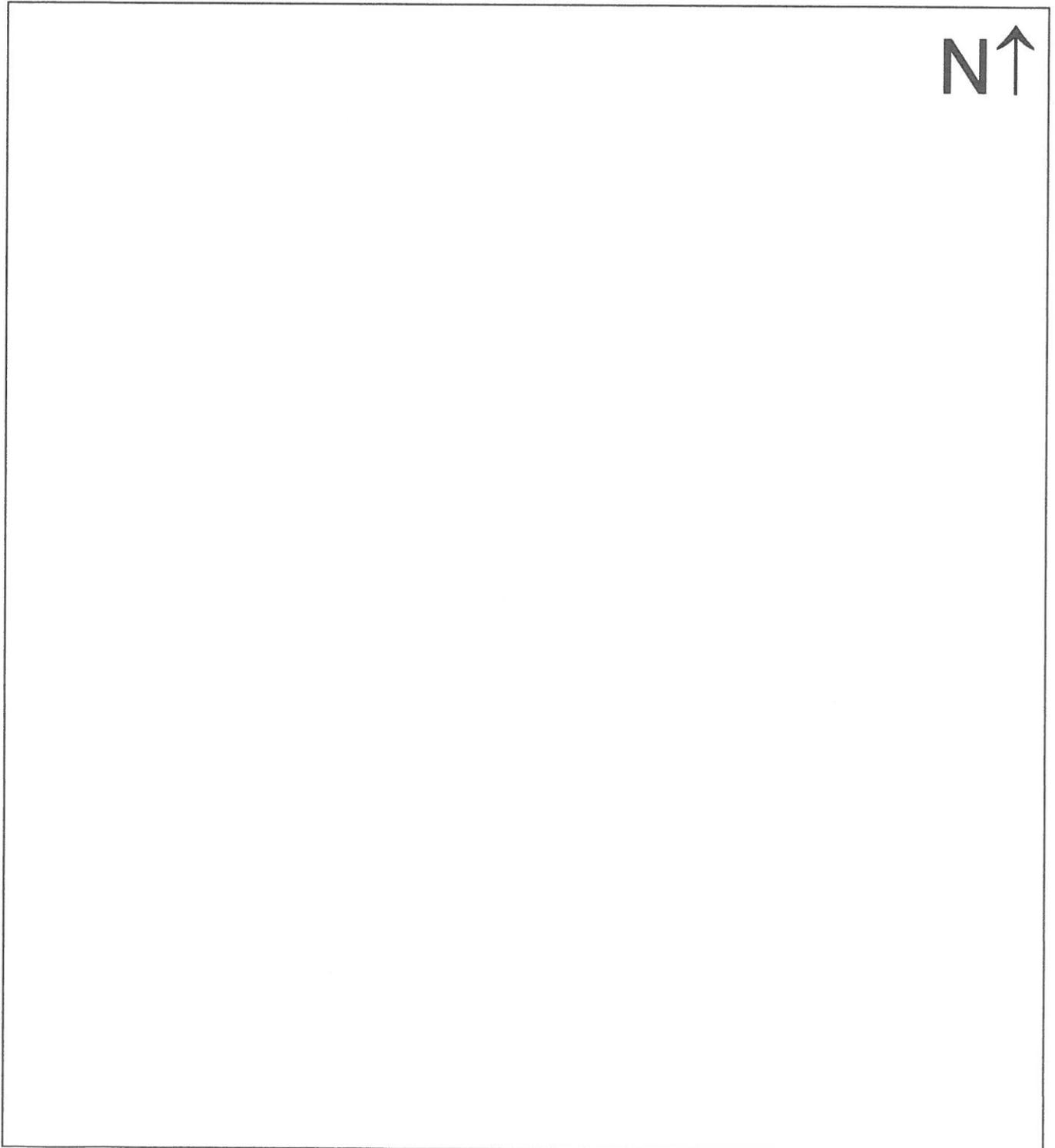
(ATTACH COPY OF AGREEMENT)

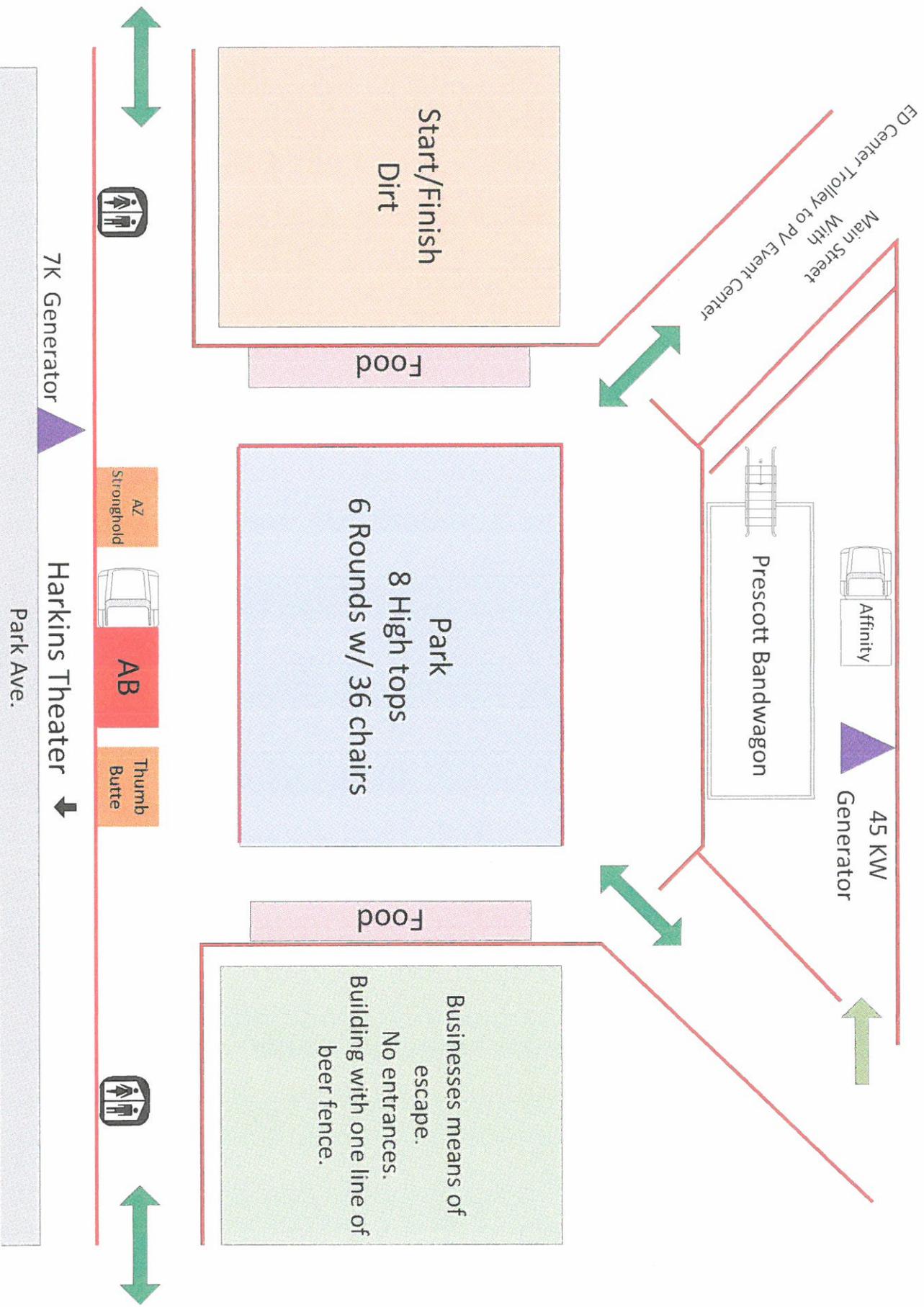
Name of Business () _____
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

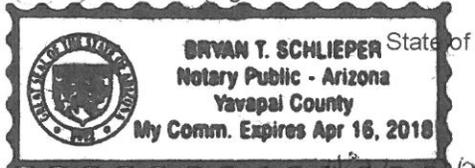




THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Gerald Szostak declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Executive Director 7/18/2014 (928) 776-8686
 (Signature) (Title/Position) (Date) (Phone #)



State of ARIZONA County of YAVAPAI
 The foregoing instrument was acknowledged before me this 18 JULY 2014
 Day Month Year

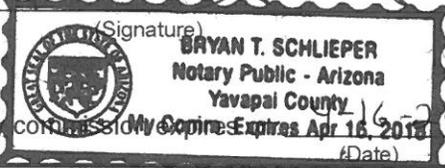
My Commission expires on: 4-16-2018
 (Date)

[Signature]
 (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Steven Randolph Gottlieb declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of ARIZONA County of YAVAPAI
 (Signature) The foregoing instrument was acknowledged before me this



18 JULY 2014
 Day Month Year
[Signature]
 (Signature of NOTARY PUBLIC)

My Commission expires on: 4-16-2018
 (Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____

 (Title) (Date)

PROMOTERS MANAGEMENT AGREEMENT

This Promoters Management Agreement (the "Agreement") is entered into effective as of the 18th day of JULY, 2014 (the "Effective Date") by and between BOYS & GIRLS CLUB CENTRAL ARIZONA (the "BGCCAZ") and Eagle Management Events, LLC, an Arizona limited liability company ("EME"), and is made with reference to the following recitals:

RECITALS

- A. The BGCCAZ is an IRS non-profit corporation organized and formed for the purpose of providing not-for-profit services and benefits in compliance with applicable law and regulations.
- B. EME is a for-profit limited liability company that provides management services for events sponsored by non-profit companies.
- C. The BGCCAZ and EME desire to enter into a mutually agreeable terms and conditions upon which EME will provide profit management services for and on behalf of the BGCCAZ in connection with event identified herein below.

NOW, WHEREFORE, in consideration of the mutual covenants and conditions contained herein, the BGCCAZ and EME agree as follows:

1. THE EVENT. This Agreement is entered into in connection with the BGCCAZ sponsoring the event commonly known as WILD WEST MUD FEST. to be held on SEPT 20th 2014 in the TOWN OF PRESCOTT VALLEY (the "Event"). At the Event, EME shall meet all of the responsibilities set forth in this Agreement and use reasonable good faith efforts to promote, set up and hold the Event and provide the following general services:
provide the following general services.
2. RESPONSIBILITIES. In connection with the Event, the BGCCAZ shall apply for and use good faith efforts to provide a special event license as may be necessary for EME to provide the services set forth hereunder, including a special event liquor license if applicable;

3. EME RESPONSIBILITIES. EME shall be responsible for providing the following:

(a) A sufficient number of personnel to adequately provide the services contemplated by this Agreement, including, without limitations, management personnel and service staff;

(b) Barriers to prevent unauthorized access to the locations at which alcoholic beverages are being served at the Event;

(c) An adequate number of portable rest room facilities;

(d) Wristbands or other identifiable items that security personnel shall issue to those persons of lawful age to consume alcoholic beverages;

(e) Set up and break down services for each of the locations at which alcoholic beverages will be served;

(f) Any food items to be provided at the locations serving alcoholic beverages;

(g) Any uniforms that EME desires staff to wear during the Event.

(h) An adequate number of supervisory personnel as required by applicable law or any governmental entity or agency with jurisdiction over the operation of the Event; and

(i) Compliance with all applicable governmental statutes, laws, ordinances and regulations regarding the promotion, set up and holding of the Event.

4. PROCEEDS FROM EVENT. BGCCAZ shall receive ^{FIFTY} ~~twenty-five~~ percent (50%) of the gross proceeds of the Event as required by A.R.S. 4-203.02. EME shall collect all Event proceeds and a representative of BGCCAZ shall be allowed to verify the collection of proceeds at the Event site(s) and will aid in aggregating, tallying, and verifying proceeds on site. EME will be responsible for and pay all costs and expenses in promoting, setting up, and holding the Event. BGCCAZ shall pay all city and state fees to secure the liquor license and provide to EME a copy of IRS Exemption Letter. EME shall provide such account records as are reasonably necessary to show that expenses from the Event are paid within twenty (20) days of the conclusion of the Event. EME will meet with a representative of BGCCAZ within 15 days after the Event to reconcile Event proceeds and shall pay BGCCAZ its 50% share at that time.

5. CONFIDENTIALITY. Each of the parties (the "Receiving Party") shall maintain the confidentiality of this Agreement and all confidential information of the other party (the "Disclosing

Party”) and shall not release, disclose or divulge any such confidential information without the prior written consent of the other party. The Receiving Party may only use and copy such confidential information as is necessary to carry out its activities contemplated by the Agreement (but subject to the provisions thereof) and for no other purpose. The Receiving Party may disclose confidential information to its employees, personnel, subcontractors and representatives on “need to know basis”, provided that it shall first instruct such employees and personnel to maintain the confidentiality thereof. A Disclosing Party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; (d) is independently developed by the Receiving Party; or (e) is required by applicable law to be disclosed.

6. INDEMNIFICATION; LIMITATION ON LIABILITY. EME agrees to indemnify, defend and hold the BGCCAZ harmless from and against any and all claims that may be brought against the BGCCAZ for any personal injury or property damage arising in connection with the Event except to the extent that such injury or damage is the result of the gross negligence or willful misconduct of the BGCCAZ or its representatives. Prior to commencement of the Event, EME shall obtain general liability bodily injury/property damage, personal injury insurance with coverage in the amount of the greater of \$1,000,000 per occurrence or in such amount as may be required by the governmental entity or agency having jurisdiction over the operation of the Event. Such insurance policy shall name the FOE BGCCAZ as an additional insured in addition to naming any other entity or agency as may be required by applicable law.

7. GENERAL

(a) Survival. Except as specifically provided herein all provisions of this Agreement shall survive completion or termination of the Event.

(b) Independent Parties. The BGCCAZ is sponsoring the Event and EME is acting as an independent contractor. At no time shall either party be deemed to be the agent, partner or joint venture of the other party, and each party and its employees shall always remain independent of the other party.

(c) Non-Waiver. The failure by either party to exercise any right, power or option given hereunder, or to insist upon the strict compliance with the terms and conditions hereof by the other party shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its right any time thereafter to require strict compliance with all terms and conditions hereof.

(d) Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder due to strikes, labor disputes, riots, storms, floods, explosions, accidents, acts of God, acts or orders of government, war, terrorism, the failure of vendors or other sponsors to perform, the loss, destruction, breakdown, seizure or confiscation of vehicles or equipment, media event cancellations or any other cause or causes which are beyond its reasonable control.

(e) Notice. Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by courier delivery, or sent by registered mail, postage prepaid, or transmitted by facsimile or electronic mail (e-mail) to the parties at the addresses set out on the signature page hereto and shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile or electronic mail, or on the third day following mailing.

(f) Entire Agreement. This Agreement, including any exhibits hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and proposals, written or oral, relating to such subject matter. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties.

(g) Assignment. This Agreement and all rights and duties under this Agreement are personal to EME and shall not be assigned. Any such assignment made in violation of this Agreement shall be null and void and of no force or effect.

(h) No Third Party Beneficiaries. No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities.

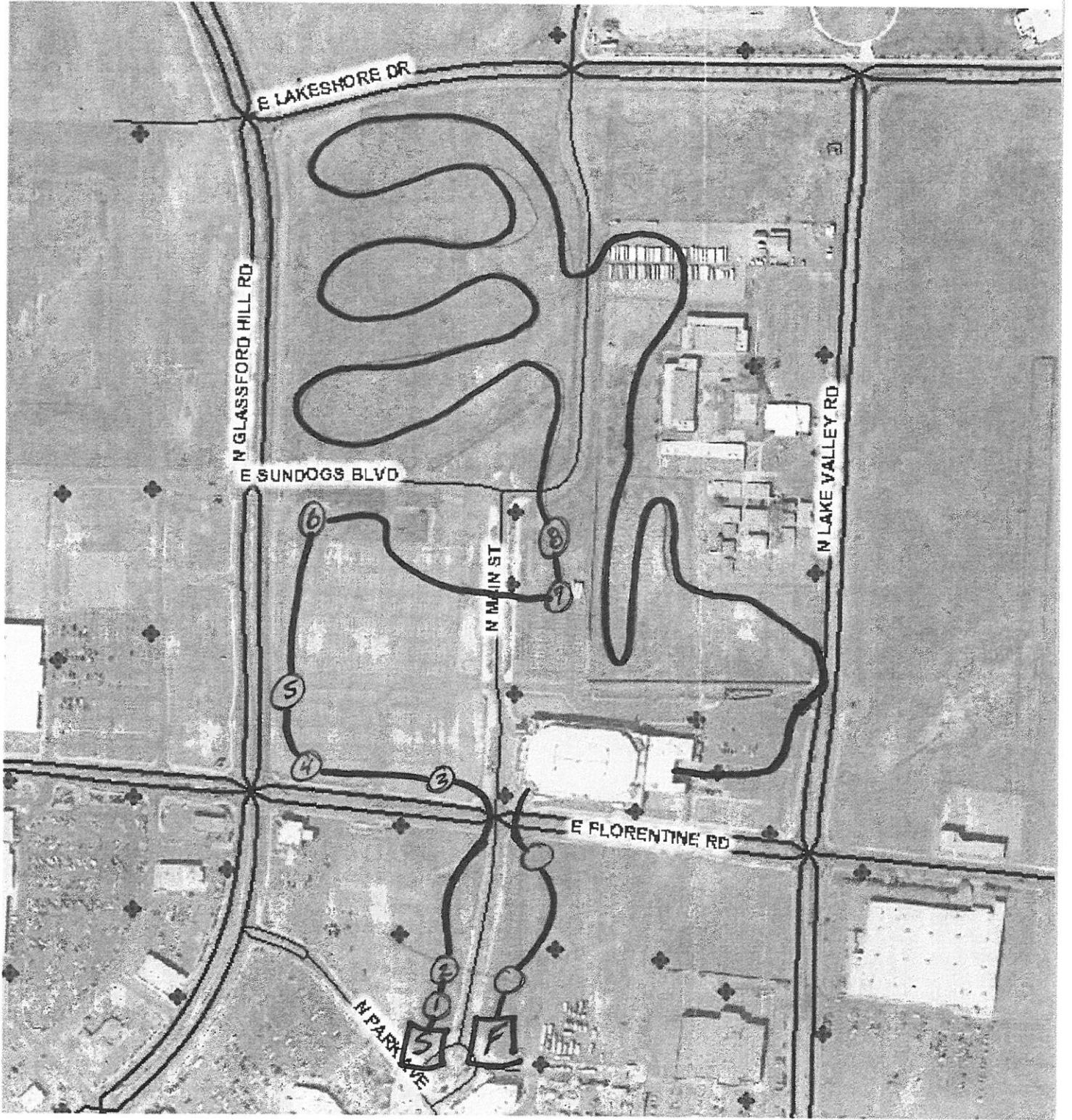
(i) Governing Law. This Agreement shall be governed by the laws of the State of Arizona, as applied to agreements made, entered into and performed entirely in Arizona by Arizona residents.

(j) Binding Effect. This Agreement inures to the benefit of and is binding upon the parties and their successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

_____: EME:
By: [Signature] By: [Signature]
Its: Executive Director Its: OWNER

Address: Address:
335 E. Aubrey St. 520 ELLENWOOD
Prescott, AZ 86303 PRESOTT AZ 86303





BOYS & GIRLS CLUBS
OF CENTRAL ARIZONA

Wild West Mud Fest

September 20, 2014

The Boys & Girls Clubs of Central Arizona are proud to present the 1st ever "Wild West Mud Fest" at the Entertainment District in Prescott Valley! Trek through a specially designed 5K course ending with a free family friendly party into the night.

Participation in the "Wild West Mud Fest" is only \$40 per person.

Obstacles include:

- Mud Pits
- Walls
- Tunnels
- Hay Bales, AND
- A specially crafted obstacle that will be constructed within *Tim's Toyota Center!*

The "Wild West Mud Fest" is one of the first mud/obstacle runs to include an arena and an urban downtown setting.



Festival features:

- Live Music
- Drinks and Food
- Beer Garden
- Kids Area
- Community Vendors

Visit www.wildwestmudfest.com for more details and to register.

Don't forget to like us on Facebook

www.facebook.com/wildwestmudfest

Special offer for Flagstaff Extreme Terrain Mud Run attendees ONLY!

- Register by August 1 with the registration code *Flagstaff* to receive \$5 off your registration

Thank you to our sponsors



Eagle Management and Events, LLC

