

PRODUCTION AGREEMENT

This Agreement is effective this 30th day of July, 2021, between McFarlane Promotions, Inc. ("Production Company"), with a principal place of business at 656 5th Avenue, Suite B, San Diego, CA 92101 and Gaslamp Quarter Association ("Client"), with a principal place of business at 614 Fifth Avenue, Suite E, San Diego, CA 92101.

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This Agreement shall become effective upon execution by both parties and shall continue in effect until terminated as provided in this Agreement or July 30th, 2023. Agreement has option to be extended another two years with revised terms and under mutual agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY PRODUCTION COMPANY

Specific Services

Section 2.01. Conditional upon receipt of an executed Agreement and receipt of the deposit as specified herein, Production Company agrees to assist in managing the marketing campaign and in coordinating associated events in San Diego, CA (the "Campaign") including:

MCFARLANE PROMOTIONS, INC. TO PROVIDE:

McFarlane Promotions will be responsible for the overall advertising and marketing of the Gaslamp Quarter Association and the district. Services include below; however, daily will vet all inquiries for marketing, advertising, and promotions. On a weekly basis will work with the Executive Director to make sure it is aligning with the overall strategy of the Association.

The below includes all Expectations of the Marketing & Events Director as outlined in the GQA RFP.

Campaign Development (twice a year – spring/summer and fall/winter campaigns)

- Develop strategy for driving local and regional customers to the Gaslamp Quarter
- Create multiple campaign concepts for client feedback and review – including taglines
- Assist in committee and Board communications to ensure all stakeholders are informed of direction
- Assist the GQA in the creation of the marketing/communication plan
 - Internal (GQA Membership)
 - External (Public)

Scheduling & Optimization

- Coordinate with the GQA Staff in the execution of the marketing/communication plan
- Coordinate all media promotion
- Create an overall planning timeline and schedule for all tasks required to execute a successful campaign and continually track progress against this
- Recommend budget needed for execution and develop timeline and strategies to meet budget goals
- Work to provide detailed, approvable plans to work within budget parameters
- Continually update and manage budget to make sure revenue and expenses are tracking properly in a forecasted vs actual comparison
 - Provide timely updates to be given to client if a cost is significantly differing from expected cost
- Attend phone and in person meetings, as needed
- Send out a weekly update to Client featuring campaign progress, budget updates, etc.
- Assist with additional duties and items as they come up

- Continually communicate with client via email, text and phone.
- Provide data-based reports on metrics periodically to determine campaign success

Graphic Design

- Develop a list of needed assets for design bid
- Research potential graphic designers and get quotes
- Review quotes and provide recommendations based on cost and portfolio of work
- Work with graphic designer on concepts and asset creation

Videography

- Research potential videographers and get quotes
- Work with video production team on outline, storyboard, scripting, on-screen text, etc.
- Confirm featured merchants
- Day of video direction

Website

- Provide recommendations to the GQA on functional needs within website to ensure marketing campaign is represented
- Work with graphic designer and video production team to get campaign assets to the GQA for website implementation
- Advise the GQA on parking page and how to make parking more appealing

Social Media

- Provide social media strategy recommendations to ensure marketing campaign is cohesively incorporated in GQA office social media strategy
- Advise on paid social media strategy
- Work with graphic designer and video production team to get assets to social team for campaign

PR/Advertising

- Write and distribute release for campaign launch
- Pitch for tv coverage and coordinate feature segments
- Develop and manage plan for digital advertising and video distribution

Events & Activations Promotions– IE Mother’s Day, Independence Day, Throwback Thursday, Wagyu Wednesdays, etc.

- Provide strategic direction and recommendations for events and activations to compliment campaign
- Design promotional plans surrounding each event activations
- Provide social media strategy recommendations
- Provide GQA eblast strategy recommendations
- Write and distribute releases for each activation
- Upload events to calendar listing sites
- Pitch for tv coverage for each event

Sponsorship

- Actively source and assist the GQA Staff in sourcing new event sponsorship
- Assist in the creation of effective and profession sponsorship materials
- Support in the fulfillment of all sponsorship agreements
- Assist in the follow-up and retention of all event sponsors

Event Management for Events & Activations

For the following events & activations annually or similar as mutually agreed upon by McFarlane Promotions and the Executive Board:

- Taste of Gaslamp
- Gaslamp Gala or Longest Table

- March Madness
- Taco Tuesdays
- Wagyu Wednesday
- Throwback Thursday
- Gaslamp Summer
 - Gaslamp Silent Disco, Gaslamp Fitness, Gaslamp Flicks
- Independence Day
- Mother's Day
- Father's Day

Full services to be based on specific event format and needs but to include:

- Scheduling and Optimization
- Budget Development & Management
- Concept Development
- Timeline and Tracking
- Venue Management
- Permitting/Contracting/Governmental Requirements
- Entertainment Securement and Management
- Sponsor Management
- Participant Management
- Sub-Contractor Management
- Activity Coordination
- Ticket Sales Management
- Guest List Management
- Auction Management
- Design & Décor
- Production & Logistics – including event plan, traffic plan, security plan, event timetable, subcontractor sourcing
- Insurance
- Registration
- Safety & Sanitation Planning
- Graphics / Save the Date / Invite / Program
- Board Updates & Communication
- Additional duties as needed
- Run the GQA Promote Committee

CLIENT TO PROVIDE:

- Manage GQA website and website contractor
- Manage social media (paid and organic)
- Manage YouTube channel
- Review & approve event budget & expenses
- Approve marketing campaign and concepts
- Approve and sign all contracts for all production vendors
- Pay any & all expenses associated with the campaign

Method of Performing Services

Section 2.02. Production Company will determine the method, details, and means of performing the above-described services. Production Company shall expend its best efforts to meet the objectives of Client and, in doing so, strive to preserve the integrity of Client in its relationships. Producer agrees to abide by any policies and procedures established by Client during the term of this Agreement.

ARTICLE 3. COMPENSATION

Rate

Section 3.01. Client agrees to pay Production Company the amount of \$168,000 for Coordination on the following payment schedule.

- Booking Deposit - \$7,000 – due upon signing of this agreement and no later than August 1, 2021
- \$7,000 – September 1, 2021
- \$7,000 – October 1, 2021
- \$7,000 – November 1, 2021
- \$7,000 – December 1, 2021
- \$7,000 – January 1, 2022
- \$7,000 – February 1, 2022
- \$7,000 – March 1, 2022
- \$7,000 – April 1, 2022
- \$7,000 – May 1, 2022
- \$7,000 – June 1, 2022
- \$7,000 – July 1, 2022
- \$7,000 – August 1, 2022
- \$7,000 – September 1, 2022
- \$7,000 – October 1, 2022
- \$7,000 – November 1, 2022
- \$7,000 – December 1, 2022
- \$7,000 – January 1, 2023
- \$7,000 – February 1, 2023
- \$7,000 – March 1, 2023
- \$7,000 – April 1, 2023
- \$7,000 – May 1, 2023
- \$7,000 – June 1, 2023
- \$7,000 – July 1, 2023
- Any pre-approved expenses and reimbursements to be paid within 30 days of cost incurred.

Change in Rate

Section 3.02. Compensation may be adjusted by Production Company dependent upon room size, room availability, power and access charges, access to rigging and lifts, applicable fire codes, policing costs, change in design specifications, change in equipment requests, change in scheduling, union considerations or labor stoppage or acts of God. Rate does not include venue power, rigging, fire watch, security, or on-site modifications. Any changes in design, location or scheduling to the contracted services will result in additional charges to the client for shipping, labor, construction and other related costs. Any conditions beyond the control of Production Company, including but not limited to weather conditions, venue changes and time chances, causing delays to setup or tear down may result in reasonable additional labor, transportation and other related costs. Production Company reserves the right to substitute proposed items with items of equal or greater value due to unexpected circumstances.

Cancellation or Termination of Agreement by Client

Section 3.03. The deposit paid upon execution of this Agreement is not refundable should this Agreement be canceled or if this Agreement is terminated by Client. In addition, Client shall pay Production

Company upon such cancellation or termination the balance due of the full amount of compensation as specified under 3.01 plus any actual direct costs expended or incurred by Production Company as a result of such cancellation or termination.

Property Rights

Section 3.04. All production and services shall remain the property of Production Company. Any lost or damaged items will be an additional charge to Client.

ARTICLE 4. OBLIGATIONS OF PRODUCTION COMPANY

Non-Exclusive Relationship

Section 4.01. Production Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Production Company, in its sole discretion, sees fit.

Workers' Compensation

Section 4.02. Production Company agrees to provide workers' compensation insurance for its employees and agents.

Insurance

Section 4.03. Production Company agrees to provide broad form commercial general liability insurance, including contractual liability, product liability and completed operations in an amount of not less than \$1,000,000.00/\$2,000,000.00, and business automobile liability of not less than \$2,000,000.00/\$4,000,000.00.

Production Company's Qualifications

Section 4.04. Production Company represents that it has the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner. This means Production Company is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the Agreement.

Indemnity

Section 4.05. Client agrees to indemnify, defend, and hold Production Company, together with its owners, officers, and employees, harmless from and against any obligations, costs, claims, judgments, attorney's fees, and attachments (collectively "Claims") arising from, growing out of, or in any way connected with the Campaign, including but not limited to Claims arising from any injury, death, or economic loss suffered by Campaign participants, vendors, or sponsors, unless such Claim is directly attributable to the gross negligence or willful misconduct of the Production Company as judged by a court of competent jurisdiction.

Section 4.07. Client agrees to indemnify, defend and hold Production Company from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising directly or indirectly from or related to any and all claims made against Production Company or its employees or agents due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to COVID-19.

Assignment

Section 4.06. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Production Company without the prior written consent of Client.

ARTICLE 5. OBLIGATIONS OF CLIENT

Cooperation of Client

Section 5.01. Client agrees to comply with all reasonable requests of Production Company and provide access to all documents reasonably necessary to the performance of Production Company's duties under this Agreement.

Assignment

Section 5.02. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Production Company.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination or Expiration

Section 6.01. Notwithstanding any other provision of this Agreement, Client may terminate this Agreement at any time by giving five (5) days written notice to Production Company. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until that date set forth in Paragraph 1.01 unless renewed in writing by the parties. Upon termination, the remaining balance owed on the contract remains due.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes all agreements, either oral or written, between the parties with respect to the rendering of services by Production Company for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 7.03. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Arbitration

Section 7.04. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Diego, California before a single arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Attorney's Fees

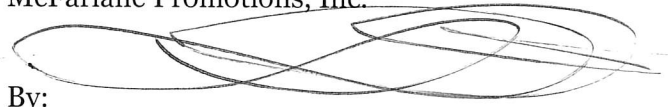
Section 7.05. If any legal action or arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court or arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.06. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to conflict of law rules.

Executed at San Diego, California, on the date and year first above written.

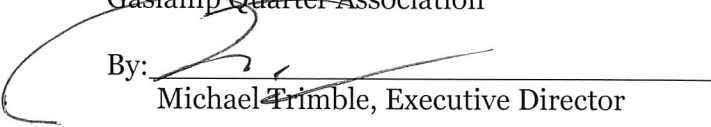
McFarlane Promotions, Inc.



By: _____

Laurel McFarlane, CEO

Gaslamp Quarter Association



By: _____

Michael Trimble, Executive Director