

This Memorandum of Understanding (MOU) sets forth the terms under California law governing the collaborative promotional, operational, and financial arrangements between the parties for the events taking place in Shoshone, CA and Tecopa, CA on November 13 and November 14.

MEMORANDUM OF UNDERSTANDING

PARTIES This Memorandum of Understanding ("MOU") is entered into by and between **Ted Faye / Gold Creek Films / Imagination Connection / Weird Tales** ("Producer"), a sole proprietorship, and the **Southern Inyo Fire Protection District** ("SIFPD"), a California special district operating pursuant to the Fire Protection District Law of 1987 (California Health & Safety Code § 13800 et seq.).

1. PURPOSE & EVENT DESCRIPTION The purpose of this MOU is to establish a mutual framework to organize, market, and execute two consecutive public events in Shoshone and Tecopa, California:

- **November 13 Event:** Film Premiere Event featuring the screening of *The Strange Case of QUEHO* ("Film Premiere").
- **November 14 Event:** Weird Tales Festival Fundraising Event ("Weird Tales Festival").

Locations: The film premiere will be hosted at the **Shoshone Flower Building, Hwy 127, Shoshone, CA 92384** while the Weird Tales Festival with second film showing will be held at the **Hurlbutt Rook Community Center, 405 Tecopa Hot Springs Road, Tecopa CA 92389**.

Both parties acknowledge and agree that both events shall be publicly designated, marketed, and advertised as official fundraising events benefiting the Southern Inyo Fire Protection District.

2. INTELLECTUAL PROPERTY & LOGO LICENSING

- **Mutual Grant of Rights:** Subject to the terms herein, Producer and SIFPD each grant to the other a non-exclusive, non-transferable, revocable, royalty-free license to use their respective names, trade names, service marks, and official logos solely for the purpose of advertising, marketing, and promoting the November 13 Film Premiere and November 14 Weird Tales Festival.
- **Promotional Representations:** All marketing materials, promotional campaigns, and public statements shall explicitly acknowledge that the events serve as a fundraiser to support SIFPD.
- **Quality & Usage Control:** Neither party may alter, distort, or modify the logo or name of the other party without prior written authorization. Upon conclusion of the November 14 event, all authorization to use the respective logos and marks under this agreement shall immediately terminate.

3. OPERATIONAL RESPONSIBILITIES & EQUIPMENT

- **Infrastructure Provision:** Producer shall provide, deliver, set up, operate, and maintain all necessary film viewing infrastructure—including projection equipment, screens, audio systems, and related technology—required for the screening of *The Strange Case of QUEHO* on November 13 and the film showing on November 14.

- **Facility Coordination:** The parties shall coordinate in good faith regarding facility access, equipment setup, public entry, and safety considerations at the Shoshone Flower Building.

4. REVENUE ALLOCATION & DONATIONS

- **November 13 Film Premiere (*The Strange Case of QUEHO*):**
 - Producer shall receive and retain one hundred percent (100%) of all gross revenues, ticket proceeds, merchandise sales, and receipts generated by the November 13 Film Premiere.
 - Producer agrees to make a voluntary financial donation to SIFPD from the November 13 event proceeds, in an amount determined solely at Producer's discretion.
- **November 14 Weird Tales Festival:**
 - SIFPD shall receive and retain one hundred percent (100%) of all gross revenues, admissions, monetary gifts, and fundraising proceeds generated during the November 14 Weird Tales Festival.
 - Producer waives any claim to proceeds generated from the November 14 event.

5. INDEMNIFICATION & HOLD HARMLESS

- Producer agrees to defend, indemnify, save, and hold harmless SIFPD, its elected and appointed officials, officers, directors, employees, volunteers, and agents from and against any and all claims, liabilities, losses, damages, injuries, causes of action, costs, and expenses (including reasonable attorneys' fees) arising out of or connected with the November 13 Film Premiere, including equipment setup, film screening, and event operations at the venue, except to the extent caused by the sole negligence or willful misconduct of SIFPD.

6. GENERAL PROVISIONS

- **Governing Law & Venue:** This MOU shall be governed by and construed under the laws of the State of California. Any legal action arising under this agreement shall be brought in the appropriate court of competent jurisdiction in Inyo County, California.
- **Severability:** If any provision of this MOU is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- **Entire Agreement:** This MOU constitutes the full and final understanding between Producer and SIFPD regarding these events and supersedes all prior negotiations, representations, or agreements. Any modification must be made in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

TED FAY / Gold Creek Films / IMAGINATION CONNECTION / WEIRD TALES

By: _____

Name: Ted Faye

Title: Principal / Authorized Representative

Date: _____

SOUTHERN INYO FIRE PROTECTION DISTRICT

By: _____

Name: Robin Flinchum

Title: Board Chairperson

Date: _____

CHANGES PROPOSED BY COLETTE:

- MoU's aren't legally binding agreements. The best analogy I've seen is: a memorandum of understanding is a "gentlemen's agreement" wearing a lawyer outfit. We can agree to things in an MoU all day, but it's all unenforceable. If we want to do this as a handshake deal with a cover letter, that's a choice, but we might want to ask someone with more legal expertise if we shouldn't make a proper agreement instead.

- Have Ted provide evidence of liability insurance for the premiere.

This was something that was a concern for Bill, and Cam concurred. I'm not informed enough to have an opinion beyond "insurance good", but in terms of making this easier to pass the first time it comes before the board, I think it's a good idea to include.

- Merch and Raffle tickets.

We should have the option for a merch table at the premiere event if it's something we want to staff and it's cool with Ted.

- Ted bears all expenses, unless otherwise acknowledged by written agreement.

He keeps the proceeds. Us not funding it means we keep a clear line with the county grant requirements. That lets Ted and Cynthia have much more freedom with their choices for the event (booze, selling tickets, tables, etc.). This also lets us do something like pay for the portapotties, with written agreement.

- Ted is allowed to collect donations for us (with accounting).

This would let Ted do the thing we discussed last night where he sells tickets with an option to add a donation to SIFPD on the same transaction, or the same at the door. He does have to provide accounting and a check. This is not included in the proceeds for the rest of the event, which go to Ted.

- No sponsorships.

I think we're all on the same page, but just want it said explicitly as an exception for the use of our name and logo, etc.