

This agreement 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, 2026.

AGREEMENT

PARTIES This agreement 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 agreement 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.
- **Sponsorship Limitation:** This agreement does not confer explicit rights for use of our IP in sponsorship agreements.

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 bears all expenses for the Premiere, unless otherwise acknowledged by written agreement.
 - Producer agrees to make a voluntary financial donation to SIFPD from the November 13 event proceeds, in an agreement determined solely at Producer's discretion.
 - SIFPD shall have the option to have a merchandise table, sell raffle tickets and collect donations at the Premiere event, subject to Cynthia Kienitz's approval.
- **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 shall provide proof of all required insurance and shall 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 agreement 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 agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- **Entire Agreement:** This agreement 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 agreement 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: _____