

CITY OF PLATTSBURGH, NEW YORK
OFFICE OF THE CITY CLERK

Following is a complete statement of all monies received during the month of: Jan. 2021

| REVENUE SOURCES | | | CITY REVENUE | DUE OTHERS | TOTAL |
|-----------------------------|-----------|--------|--------------|------------|------------|
| Bingo Licenses (City) | 25-2540 | BINGO | \$0.00 | | \$0.00 |
| Bingo Licenses (State) | 1-0632 | G 0632 | | | \$0.00 |
| Bingo License Fees 3% | 25-2540 | BINGO | \$0.00 | | \$0.00 |
| Building Permits | 25-2555 | PRMTS | | | \$0.00 |
| Circus License | 25-2502 | | | | \$0.00 |
| City Code | 12-1255 | | | | \$0.00 |
| Code Civil Compromise | 26-2614 | | | | \$0.00 |
| Contractor Fees | 25-2557 | CNTRR | | | \$0.00 |
| Dog Licenses | 25-2542 | DOGLIC | \$292.50 | | \$292.50 |
| State Neuter/Spay Surcharge | | | | \$47.00 | \$47.00 |
| Extract of Records | 12-1255 | CLERKF | \$0.00 | | \$0.00 |
| Game of Chance Lic. (City) | 25-2541 | GAMCHN | \$0.00 | | \$0.00 |
| Game of Chance Lic. (State) | 1-0632 | G 0632 | \$0.00 | | \$0.00 |
| Gas Permits | 15-1540 | FIRFEE | \$70.00 | | \$70.00 |
| Going Out of Business Lic | 25-2509 | | | | \$0.00 |
| Hauler's License | 25-2505 | REFLIC | \$760.00 | | \$760.00 |
| Housing Code | 21-2110 | ZONE | | | \$0.00 |
| Impound Fees | 15-1550 | PUBPND | \$50.00 | | \$50.00 |
| Interest Temp | 1124-2401 | INTERE | \$0.00 | | \$0.00 |
| Jeweler's Licenses | 25-2503 | VNDLIC | | | \$0.00 |
| Marriage Licenses | 25-2545 | MARRIA | \$140.00 | \$180.00 | \$320.00 |
| Notary Fees | 12-1255 | CLERKF | | | \$0.00 |
| Peddler/Vendor License | 25-2503 | VNDLIC | \$0.00 | | \$0.00 |
| Returned Check Charges | 12-1255 | CLERKF | \$0.00 | | \$0.00 |
| Sign Permits | 25-2590 | SIGNPM | | | \$0.00 |
| Specifications | T-30 | TP300 | \$0.00 | \$0.00 | \$0.00 |
| Special Use Permits | 21-2110 | ZONE | | | \$0.00 |
| Subdivision Fee | 21-2110 | ZONE | \$0.00 | | \$0.00 |
| Subdivision Ordinance | 12-1255 | CLERKF | | | \$0.00 |
| Taxi Operator's Licenses | 25-2507 | TXIPRT | \$225.00 | | \$225.00 |
| Taxi Vehicle Licenses | 25-2504 | TXIVEH | \$0.00 | | \$0.00 |
| Tree/Stump Removal License | 25-2508 | TREREM | \$0.00 | | \$0.00 |
| Vital Statistics | 16-1603 | VITSTA | \$5,570.00 | | \$5,570.00 |
| Zoning Ordinances | 21-2110 | ZONE | | | \$0.00 |
| Zoning Variances | 21-2110 | ZONE | | | \$0.00 |
| OTHER REVENUE | | | | | |
| Riverwalk | | | | | |
| | 1127-2753 | | | | \$0.00 |
| Auditorium | | | | | |
| | 1127-2752 | G 2752 | \$0.00 | | \$0.00 |
| Centennial Plaques | | | | | |
| | 1127-2705 | | | | \$0.00 |

Lake Champlain Memorial

1127-

RECOVERED FUNDS

Telephone

1-1410000-4414

\$0.00

Postage

1-1410000-4470

\$1.00

\$1.00

Print & Copy

1-1410000-4431

\$0.00

DISBURSEMENTS:

\$7,108.50

\$227.00

\$7,335.50

NYS Dept of Health

\$180.00 Check No

1586

NYS Dept of Ag & Mkts

\$47.00 Check No

1587

TOTAL PAID OTHERS:

\$227.00

ADJUSTMENT: NONE

Shortage/Overage

Chamberlain (Spec. Deposits)

\$0.00 Check No

Chamberlain (New Revenue)

\$7,108.50 Check No

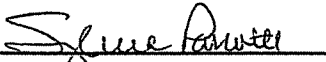
1588

Amount Due City Chamberlain:

\$7,108.50

Dated at Plattsburgh, New York

\$7,335.50


Sylvia Parrotte,
City Clerk

3-Feb-21

Host Community Agreement
City of Plattsburgh & Adirondack Coast Visitors Bureau
And American Bass Anglers, Inc.

Agreement between the **City of Plattsburgh & Adirondack Coast Visitors Bureau, 7061 State Route 9, Plattsburgh New York** and American Bass Anglers, Inc. (ABA), P.O. Box 475, Athens, AL; 35612.

Whereas, the **City of Plattsburgh & Adirondack Coast Visitors Bureau** ("Host") is desirous of hosting and promoting a Bass Pro Shop Open Series tournament (the "Tournament") on Lake Champlain.

Whereas, ABA, is desirous of conducting and promoting a Bass Pro Shops Open Series bass tournament on Lake Champlain.

Whereas, the parties desire to enter into an agreement concerning responsibilities in relation to said tournament, anticipated attendance of 100 boat and 200 anglers.

Now therefore, the parties hereto do hereby agree and covenant as follows:

ABA Responsibilities: ABA shall conduct a bass tournament on Lake Champlain on September 18 & 19, 2021 and launching from **Dock Street Ramp (at the end of Dock Street), Plattsburgh** and shall:

- a) Stage and be responsible for all expenses incurred in connection with the Tournament (except for those listed below as the Host's responsibility.)
- b) Provide rules and regulations for the Tournament and solicit and acquire all entries for the Tournament.
- c) Arrange for all pairings of fishermen and assignment of observers.
- d) Pay the expenses of all personnel specifically engaged by ABA to work in connection with the Tournament.
- e) Design, arrange, print and distribute the official schedule of events for the Tournament.
- f) Brief, supervise and instruct all volunteers (if any) working in connection with the Tournament.

Host Community Responsibilities:

- a) The Adirondack Coast Visitors Bureau shall pay ABA the sum of \$1000.00 to be paid within five (5) days after the conclusion of the Tournament.
- b) Provide the use of the Plattsburgh City Marina parking lot and slip space for weigh-ins
- c) Up to two (2) complimentary hotel rooms for a minimum of two (2) nights. Arrival/and departure dates determined by ABA. (Sept 17 and Sept 18)

It is expressly agreed that neither party will incur any expenses in the name of the other party without the express prior written consent of the other party, and that each party shall be liable for the payment of all expenses incurred by it, unless otherwise agreed to between the parties in writing.

BASS PRO SHOPS OPEN SERIES OPERATED BY AMERICAN BASS ANGLERS INC.

At no time shall Host set up displays either at any official ABA function or in and around the weigh-in area without the prior permission of ABA. ABA will have the exclusive right to approve all merchandise and food concessions for the Tournament.

Host will be deemed the host sponsor of the Tournament. The Host cannot assign, transfer, or sell such sponsorship rights to any other party.

During the period August 20, 2021 to September 20, 2021, Host is authorized to use ABA trademarks and logos in a form to be provided by ABA to promote itself as Host of the Community. Each use of ABA trademarks and logos will be subject ABA's prior approval.

Neither party hereto is agent; employee or servant of the other, and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

Each party shall defend, indemnify, and hold the other, its parents' subsidiaries and related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suites, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly from or out of:

- g) any negligent act, error, or omission of the indemnifying party, its officers, directors, agents, subcontractors, invitees or employees
- h) any occupational injury or illness sustained by an employee or agent of the indemnifying party in furtherance of such party's services hereunder;
- i) any failure of the indemnifying party to perform its services hereunder in accordance with the highest generally accepted professional standards;
- j) any breach of the indemnifying party's material obligations as set forth herein; and
- k) any other breach by the indemnifying party of this agreement.

Force Majeure. If for any reason due through no fault or negligence of either party hereto so that either party is prevented (a "force majeure") to fill its obligations due to either an Act of God, including high, low or unsafe water conditions to host a fishing tournament, national emergency, governmental directive then either part may cancel this Agreement upon prompt written notice to the other party. In the case of a force majeure both parties are relieved of any obligations set forth hereunder and any payment made to Company will be refunded to ACVB.

BASS PRO SHOPS OPEN SERIES OPERATED BY AMERICAN BASS ANGLERS INC.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2021.

City of Plattsburgh & Adirondack Coast Visitors Bureau

AMERICAN BASS ANGLERS, INC.

Christopher Rosenquest
Mayor
City of Plattsburgh

Jeff Randall, Tournament Manager
6 Randall dr.
Lake Luzerne NY 12846
256-777-6152

Kristy Kennedy
Vice President of Marketing and Business Development
Adirondack Coast Visitors Bureau



MAJOR LEAGUE FISHING® HOST AGREEMENT

This Major League Fishing Host Agreement (this "Agreement"), made as of January 4, 2021 (the "Effective Date"), is by and between the City of Plattsburgh, located at 41 City Hall Place, Plattsburgh, NY 12901, the Adirondack Coast Visitor's Bureau, located at PO Box 310, 7061 State Route 9, Plattsburgh, NY 12901 ("HOST") and MAJOR LEAGUE FISHING, LLC, a Delaware limited liability company, having a mailing address of 4500 S. 129th E. Ave., Tulsa, OK 74134 ("MLF").

Whereas, MLF is in the business of staging fishing tournaments and desires to conduct, promote and produce television and other programming for the 2021 Bass Pro Tour scheduled to take place August 5-10, 2021 (the "Tournament").

Whereas, the parties desire to enter into an agreement detailing their respective responsibilities in relation to the Tournament.

Now therefore, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and expire upon the conclusion of the Tournament (the "Term").
2. **Tournament Operations and Expenses.** MLF will stage the Tournament and be responsible for all expenses incurred in connection with the Tournament (with the exception of those listed below as the HOST's responsibility). MLF will provide rules and regulations for the Tournament; solicit and acquire all entries for the Tournament; arrange for all assignment of observers during Tournament briefing; and pay the expenses of all personnel specifically engaged by MLF to work in connection with the Tournament. MLF shall use commercially reasonable efforts to conduct the Tournament and provide the additional deliverables as set forth herein.
3. **Public Relations, Advertising and Media Exposure.** MLF will:
 - a. Publicize the Tournament and schedule of events of the Tournament.
 - b. Produce a two-hour show for the tournament which will broadcast once on the Discovery Channel and five (5) times on Sportsman Channel.
 - c. Provide within the television broadcast content related to the destination, including beauty shots of the fishery and points of interest in the destination. This content is typically aired as the broadcast returns from commercials.
 - d. Provide at least one (1) showing of the city or county logo on screen, typically while showing the destination/fishery map.
 - e. Mention the destination at least five (5) times during the television broadcast.
 - f. Mention the fishery at least five (5) times during the television broadcast.



- g. Mention the fishery and destination within social media posts, including Facebook Live.
 - h. Provide a list of "special thanks" list at the end of the broadcast, which could include:
 - a. Adirondack Coast Visitors Bureau
 - b. City of Plattsburgh
 - i. List HOST destinations on www.majorleaguefishing.com page dedicated to Tournament trail, including specific event web page.
 - j. Post Tournament results and streaming video on www.majorleaguefishing.com.
 - k. Provide HOST the opportunity to distribute collateral to anglers relating to HOST destination and local businesses.
 - l. Create and distribute stories on the Tournament by MLF Communications.
4. **HOST Responsibilities.** HOST shall provide and coordinate the following services/items to MLF in connection with the Tournament and HOST shall be solely responsible for any and all costs and expenses related thereto: Host will provide:
- a. The City shall provide complimentary use of the boat ramp for anglers and MLF boats
 - b. The Visitors Bureau will arrange a complimentary 100 x 300 foot space for a service yard at the boat ramp or within driving distance of the boat ramp for boat and motor companies.
 - c. The Adirondack Coast Visitors Bureau will provide overnight security at the boat ramp for nine (9) nights.
 - d. The Adirondack Coast Visitors Bureau will provide two (2) Porta Johns and one (1) hand washing station in the service yard for nine (9) nights, serviced at least every other day.
 - e. The City will provide Police/public safety and parking assistance if needed at the local event.
 - f. The Visitors Bureau will organize local marketing, media and public relations in coordination with MLF.

MLF and HOST hereby agree that any staff provided by HOST ("Staff") shall be the responsibility of HOST. The HOST will inform all Staff that such Staff are not employees of MLF and that MLF has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. Staff shall not, under any circumstances, have any authority to act for or to bind MLF. HOST shall be solely responsible for acts of Staff and Staff will conduct their activities at HOST's risk, expense and supervision. MLF shall have no responsibility for the intentional, reckless or negligent acts or omissions of Staff.

5. **HOST Fee.** The Adirondack Coast Visitors Bureau shall pay to MLF a host fee of \$30,000.00 (the "Host Fee"). The Host Fee shall be payable to Major League Fishing, LLC, P.O. Box 5582,

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Denver, CO 80217 as follows: 50% due within 60 days prior to event and 50% due prior to first day of tournament. Past due payments will bear interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum legal rate permitted by law.

6. Authorizations. Unless specifically authorized by MLF in each instance, HOST shall not have the authority to direct the actions of any MLF employee or to bind MLF to any agreement with any third party.

7. HOST Displays and Merchandise. At no time shall HOST set up displays either at any official MLF function or in and around an MLF venue without the prior permission of MLF. HOST may not sell any merchandise during Tournament dates.

8. Designation of HOST. HOST will be referred to by MLF as the host of the Tournament in press releases issued by MLF in connection with the Tournament and in the schedule of events published by MLF. HOST cannot assign, transfer, or sell such rights to any other party.

9. Contract Agreement. Neither party hereto is agent, employee or servant of the other and this contract is made for the sole purpose of establishing the division of responsibilities in connection with the Tournament and does not in any manner create a partnership between the parties hereto.

10. Representations and Warranties.

a. Each party hereby warrants and represents to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state under which it is organized, (ii) it has full legal rights and authority to enter into this Agreement and to perform its obligations hereunder, (iii) by entering into this Agreement or performing its obligations hereunder, it is not in default or breach of any contract or agreement with any third party and it is not violating or infringing upon the rights of any third party, (iv) the individual executing this Agreement on its behalf has the authority to do so, and (v) the obligations created by this Agreement, insofar as they purport to be binding on it, constitute legal, valid and binding obligations enforceable in accordance with their terms. Each party hereby further represents and warrants to the other that it is not prohibited nor in any manner otherwise restricted, by any action, suit, proceeding, agreement, law, regulation or administrative or judicial order of the United States, actual or threatened, from entering into this Agreement or carrying out its provisions or the transactions contemplated thereby.

b. Further, HOST hereby represents and warrants to MLF that, without MLF's prior written consent: (i) no sign, billboard or other display or announcement for any product or service will be visible or heard at the site of the Tournament ("Site") during MLF's coverage of the Tournament except for permanent billboards affixed at the Site for display at all events conducted there (i.e., advertising intended for spectators at the Tournament and not for the television audience); (ii) no sign or banner of any advertiser or sponsor will be placed anywhere at the Site that could be depicted on any television camera during its production or distribution of the Tournament; and (iii) notwithstanding any other provision of this subsection, no sign, billboard or other display or public announcement for any television network, distribution service or station, Internet service or portal or any other entity engaged in the business of distributing sports-related audio-video content will be present at the Site during the Tournament.

11. Insurance. Company will provide the following insurance:



- a. Company will provide CP/ACVB with evidence that it has caused to be written with an insurance company a Comprehensive public liability and property damage insurance policy for bodily and personal injury, death or property damage occurring during Event in an amount with limits for each occurrence that is not less than \$1,000,000.00 combined single limit, covering the period of Event specified above.

12. Indemnification.

- a. To the extent permissible by applicable law, each party (the "Indemnifying Party") shall defend (if required by the other party (the "Indemnified Party") and with counsel selected by the Indemnified Party), indemnify and hold the Indemnified Party and its parent company, and any subsidiaries and related and affiliated companies of each, and the officers, directors, shareholders, members, agents, subcontractors, invitees, employees and assigns of each, harmless from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including attorneys' fees) arising directly or indirectly, in whole or in part, from or out of:
 - (i) any act, error, or omission of the Indemnifying Party, its parent company, or any subsidiaries and related and affiliated companies of each, and their respective officers, directors, shareholders, members, agents, subcontractors, invitees, employees and assigns arising out of the fault or negligence of any of the foregoing (and not out of the fault or negligence of the Indemnified Party, its parent company, or any subsidiaries or related or affiliated companies of each, or the officers, directors, shareholders, members, agents, subcontractors, invitees, employees or assigns of each); and/or
 - (ii) any occupational injury or illness sustained by an employee or agent of the Indemnifying Party in furtherance of Indemnifying Party services hereunder; and/or
 - (iii) any failure of the Indemnifying Party to perform its services hereunder in accordance with the highest generally accepted professional standards; and/or
 - (iv) any breach of Indemnifying Party representations, warranties or agreements as set forth herein; and/or
 - (v) any other failure of the Indemnifying Party to comply with any obligation on its part to be performed hereunder.
- b. The indemnification obligations shall not be limited by the insurance requirements and shall extend to claims occurring after the expiration or termination of this Agreement as well as while this Agreement is in force.
- c. The Indemnified Party shall notify the Indemnifying Party in writing as soon as practicable of a claim for indemnification; provided that any failure of the Indemnified Party to promptly notify the Indemnifying Party shall only relieve the Indemnifying Party of its indemnification obligation to the extent that the Indemnifying Party is actually prejudiced by such delay. The Indemnifying Party shall afford the Indemnified Party the opportunity to participate, at the Indemnified Party's expense, in the defense of any such claim; provided however that the Indemnifying Party shall have the right to control all aspects of the handling of such claim, including but not limited to selection of counsel (except as otherwise provided herein), compromise, settlement or other resolution of



such claim. Without limiting the generality of the foregoing, if the Indemnifying Party fails or refuses to assume the defense of any claim to which its indemnity applies (whether or not suit has formally been brought), it shall be responsible for payment of any settlement of such claim reached by the Indemnified Party, as well as the costs of defending such claim (or reaching a settlement). Notwithstanding the foregoing, a party may not settle or compromise any claim without the prior express written consent of the other party (not to be unreasonably withheld). Further, if, in the reasonable discretion of the Indemnified Party, the Indemnifying Party fails to diligently pursue a claim for which it is the Indemnifying Party, then the Indemnified Party may assume the control of the claim at the Indemnifying Party's expense.

- d. Except with respect to indemnification claims and a breach of its confidentiality obligations hereunder, neither party shall be liable to the other or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement, even if it has been advised of the possibility of such damages.

The provisions of this Section shall survive the expiration or early termination of the Agreement.

13. **Force Majeure.** No party shall be liable to the other party for failure to perform under this Agreement if such failure to perform is due to an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, epidemics and pandemics (including COVID-19 and any variations or mutations thereof and any related epidemics), national emergency, or other cause of a similar or dissimilar nature not within the affected party's control or which the affected party could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event"). The parties agree that measures such as the closing of the vital facilities and or venues related to the Tournament by the Office of Homeland Security/Office of Emergency Preparedness ("OHS") as a safety precaution or in the event of high water, i.e., flooding, shall be deemed force majeure events hereunder.

14. **Termination.** In the event of the failure of either party to perform its material obligations pursuant to this Agreement and the failure to cure such breach within thirty (30) days following the breaching party's receipt of written notice from the non-breaching party, the non-breaching party shall have the right, at its election, in addition to any other rights and remedies which it may have in such event, to terminate this Agreement upon written notice to the other and shall thereby be relieved of any and all obligations hereunder. Additionally, MLF shall have the right to terminate this Agreement for any reason or no reason, at any time, upon six (6) months advance written notice to HOST; provided that, if MLF terminates the Agreement pursuant to this sentence, then MLF will refund to HOST any Host Fee already paid by HOST to MLF prior to the date of such termination.

15. **Severability.** If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are severable.



16. **Assignment.** This Agreement may not be assigned or otherwise transferred by either party in whole or in part without the express written consent of the other party, except by MLF to an entity controlling, controlled by or under common control with it or in connection with the disposition of all or substantially all of its assets or business.

17. **Entire Agreement.** This Agreement is the entire Agreement between the parties superseding any prior oral or written agreements. No modification or waiver or amendment of this Agreement is valid unless in writing and signed by all parties by authorized representatives.

18. **Notices.** Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent by Federal Express or similar overnight delivery service to the other party at the following addresses (or as such addresses may be changed from time to time by providing written notice thereof to the other party):

If to HOST:

Adirondack Coast Visitors Bureau
7061 State Route 9
PO Box 310
Plattsburgh, NY 12901

If to MLF:

MAJOR LEAGUE FISHING, LLC
4500 S. 129th E. Ave.
Tulsa, OK 74134
Attention: Jim Wilburn, President

19. **Confidentiality.** HOST acknowledges and agrees that the terms of this Agreement are confidential and may only be disclosed by HOST to those employees, agents and contractors of HOST who need to know the terms hereof for the performance of HOST's duties or obligations hereunder. Except as may be authorized by MLF in writing prior to the disclosure, HOST shall not disclose to any other person or entity, any of the terms or conditions of this Agreement or any other non-public information disclosed by MLF to HOST in connection with this Agreement, including, but not limited to, the fact that MLF may reserve a large block of rooms, the dates of such reservations, the location of the Tournament, the Tournament dates, Tournament fisheries, Tournament ramp locations, or headquarter hotel (collectively, the "Confidential Information"). HOST agrees to protect the Confidential Information in at least the same manner that it protects its own confidential information, using no less than reasonable care. Without limiting any other remedies available to MLF, MLF may immediately terminate this Agreement if HOST divulges any Confidential Information to any person or entity in violation of this provision.

20. **Marks.** HOST hereby grants MLF a non-exclusive license to its trademarks and service marks during the Term solely in furtherance of promoting the Tournament (the "Host Marks"). MLF shall not, as a result of this Agreement, acquire any right, title or interest in the Host Marks.

21. **Governing Law; Jurisdiction.** This Agreement shall be construed under the laws of the State of Oklahoma. The parties irrevocably submit to the jurisdiction of the state and federal courts located in Tulsa, Oklahoma.

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22. **Attorney's Fees.** Should any legal proceeding be necessary to construe or enforce the provisions of this Agreement, the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorneys' fees, and costs of enforcing or collecting any judgment awarded.

23. **No Waiver.** No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

24. **Cumulative Remedies.** All remedies, whether at law, in equity or pursuant to this Agreement shall be cumulative.

25. **Survival.** Any provisions of this Agreement which by their nature or logical inference would survive expiration or termination, shall survive expiration or termination.

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed valid and binding.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____, 20____.

HOST

MAJOR LEAGUE FISHING, LLC

Christopher Rosenquest, Mayor, City of Plattsburgh

Jim Wilburn, President

Kristy Kennedy, Adirondack Coast Visitors Bureau