

NEVADA COMMISSION FOR
CULTURAL CENTERS AND HISTORIC PRESERVATION (CCCHP)
GRANT APPLICATION FOR FY2021-2022

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APPLICATION COVER PAGE (This *unaltered* form must be submitted with the application.)

Applicant Organization: Brewery Arts Center
EIN (Taxpayer Identification Number): 51-0183567
Mailing Address: 449 W. King St.
City: Carson City County: Carson City ZIP: 89703
Project Contact: Gina Lopez Title: Executive Director
Daytime Phone: 775-883-1976 Evening Phone: 775-515-2580
Fax: N/A Email: gina@breweryarts.org
Property Owner Name and Address: Brewery Arts Center, 449 W. King St. Carson City, NV 89703
Project Title: Brewery Building Brick Restoration
Project Address: 449 West King Street
City: Carson City County: Carson City ZIP: 89703

Project Type: ☒ Rehabilitation/Construction ☐ Planning/Construction
☐ Architectural/Engineering Study/Construction

Historic Property Name: Carson Brewing Company Date Built: 1865
Property Insured: ☒ Yes; please enclose one copy of policy ☐ No; please explain:

Project Synopsis (brief):

The Brewery Arts Center proposes to restore the north and west facing bricks on the Historic Carson Brewing Company Building as well as a small portion that faces south to match the restoration of the bricks that was completed in 2009.

Proposed Start Date: November 2022

Proposed End Date: October 2023

Project Budget Summary:

Amount Requested: \$ 302,452.00
Proposed Match: Cash \$ 233,743.00
In-Kind/Donations: \$ 34,979.00
Total Project Budget: \$ 571,174.00


Name (please print): Gina Lopez

Title: Executive Director

Date: Feb. 24, 2022

**x I HAVE READ THE 2021-2022 CCCHP APPLICATION
GRANTS MANUAL***

***PLEASE NOTE—IF THIS PAGE IS NOT SIGNED, THE APPLICATION IS
CONSIDERED INCOMPLETE, AND CANNOT MOVE FORWARD IN THE FUNDING
PROCESS.***

I HAVE READ THE GRANTS MANUAL AND COMPLETED THIS **CCCHP
APPLICATION FOR 2021-2022** AND CERTIFY THE INFORMATION CONTAINED
HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Applicant's authorized signature:



Title: Executive Director

Name (*please print*): Gina Lopez

Date: Feb. 24, 2022

Brewery Arts Center Brewery and Annex

CCCHP Grant Application 2022

NARRATIVE DESCRIPTION

Project Objective

The Brewery Arts Center proposes to restore the north and west facing bricks on the Historic Carson Brewing Company Building as well as a small portion that faces south to match the restoration of the bricks that was completed in 2009. This restoration project also requires removal and proper disposal of the lead based paint currently on these portions of the exterior brick.

Project Description

The Brewery Arts Center (BAC), occupying two city blocks, is the only cultural campus within Carson City's West Side Historic District. The primary structures on its campus are the BAC administration and program building, formerly Carson Brewing Company, and the Performance Hall, formerly St. Teresa of Avila Catholic Church. Carson City government had owned the brewery building since 1975, but has transferred the title to BAC in 2020. The Performance Hall, built in 1870, was occupied as a Catholic Church from 1871 through 2000. In 2000, BAC purchased the building and converted the nave and apse into a 250-seat auditorium.

The Carson Brewing Company is the site of Nevada's longest operating brewery. In 1860, John Wagner, started the Carson Brewery during the rush to Virginia City. Business was prospering by 1864, so a new two-story brewery was built in 1865 in the commercial form of Classical Revival, on the corner of Division and King streets, where it stands today. The brewery and a bar were on the main floor and the upper floor served as the Masonic Lodge from 1865 to 1919. The Carson Brewery made steam beer, a bottom-fermenting brew produced without the constant cold temperatures required by lagers. The pure water came from King's Canyon Creek west of town. Hops and barley were mostly imported from California. The brewery delivered barrels, kegs and bottles of beer to local saloons, Comstock tap rooms and other towns around the state. Five kegs a week were also shipped to San Francisco for some Nevada-based customers who would drink no other brand.

The brewery was sold in 1900 to James Raycraft and Frank Golden, who incorporated and changed the name to Carson Brewing Company. In 1910, brew master Fritz Hagmeyer persuaded his brother-in-law, Max Stenz, to purchase the operation. Stenz converted from steam beer to lager in 1913 and labeled his new product Tahoe Beer, "Famous as the Lake." He made several major improvements, including adding a cold storage room and a new boiler and expanding the bottling operation, by bottling soft drinks and mineral water from Carson Hot Springs, as well as packaging artificial ice.

By the 1940s, large brewing companies were buying local beer businesses throughout the country. Arnold Millard, who bought the brewery in 1926 from his father-in-law Stenz, liquidated the business in 1948. After 88 years of continuous operation, this was the end of the longest-running brewery in the state and one of Nevada's oldest businesses. After 1948, the building was the home of the Nevada Appeal newspaper. In 1975 it was purchased by BAC.

The Carson Brewing Company building has been BAC's home since the organization was founded. BAC is committed to rehabilitating and preserving the brewery building to honor its own history and to preserve the building's cultural contribution to Carson City. To accomplish this, restoration of the two story building's brick façade is needed on the building's north facing wall and west facing wall. The east facing wall was restored through a grant from a previous Commission for Cultural Centers and Historic Preservation award in 2009. This current proposal will complete the brick restoration of the building and sustain it for future generations.

Brick restoration is a type of masonry restoration that aims to restore the appearance and structural integrity of a brick structure. The restoration process involves repairing damage to the brick and mortar, revitalizing the color of bricks and replacing loose bricks. BAC requests \$302,452 in funding to restore all three portions in need.

The proposed improvements cost detail is as follows:

1. **West Wall \$182,351**
2. **North Wall \$115,252**
3. **South Wall \$39,828**

Scope of work for all proposed areas

1. Using specialty historic masonry paint stripping and cleaning solutions and pressurized steam/hot water, strip the paint off the masonry on the building. Following the stripping process, use specialty historic masonry cleaning solutions to further clean the masonry, and neutralize the alkalinity in the masonry.

1.1. All waste water will be contained and put in a storage tank for offsite disposal. The cost of the tank, hauling of waste water, and disposal of waste water is excluded from this proposal at this time but counted as in-kind as we have already received a grant for up to \$200,000 from the Brownfield Foundation to complete this work in conjunction with this project.

2. After the paint stripping, Repoint 100% of all mortar joints

3. Apply a penetrating water repellent and consolidant

Anything not specifically included in the scope of work in this proposal is specifically excluded.

The work will be coordinated by the Project Manager, however, rehabilitation and installation work will be done by licensed contractors selected through a competitive process.

The following individuals will work on the project:

- Mike Wiencek – Project Manager is directly in charge of the project. He will verify project expenditures are appropriate and assure that all work complies with SHPO requirements. He will oversee the selection and performance of all contractors. He will attend inspections by building officials to assure the contractor complies with all regulations. He will also identify and document requirements for rehabilitation and preservation of the brewery building.
- Gina Lopez – Financial Manager, BAC Executive Director, will oversee all fiscal matters and will be responsible for managing and accounting for all funds. She will verify and approve all expenditures and work with project manager prepare or review grant financial reports.

Building Use/Community Involvement

BAC provides venues for all forms of art, with theaters for performances, classrooms for education, display areas for exhibitions, and facilities for community involvement, including a ballroom for larger meetings. In 1975, the Brewery Arts Center (BAC), a Nevada non-profit organization, was born. It began with a group of artists yearning for a space of their own, BAC spearheaded a grassroots effort and raised \$300,000 to purchase the historic Carson Brewing Company building and turn it into a community gathering space for artists. After the purchase, they built an annex for a gallery, art classrooms, administrative offices and a black box theater. In 2000, BAC purchased St. Teresa's and converted it to a performance hall. From the beginning, the identity and operations of BAC have been strongly tied to the buildings that it owns and occupies.

Starting with that initial \$300,000 fund-raising effort in 1975, BAC's survival has depended on the ability of its board, staff, and members to attract the funds necessary to maintain its buildings and operate its programs. Unlike many nonprofits which are dependent on donors or grantors, in a typical year, BAC generates 70% of its funding from earned revenues from mission-related activities, including performances, events, facilities rentals, membership fees, and sale of other goods or services. This puts the organization in a strong position for sustainability. Over the past 45 years, BAC has demonstrated it can earn most of the money it needs to support itself.

However, BAC does not lack the ability to attract funding from grantors. BAC receives and successfully administers about 20 grants a year from nonprofit foundations and governmental sources. This includes \$1,052,184 in grants awarded by the State Historic Preservation Office since 1993. In addition, local residents individually have donated hundreds of thousands of dollars. Gina Lopez, Executive Director and proposed financial manager for this grant, has been responsible for managing BAC grants since August 2014. Prior to joining BAC, she worked for nonprofit organizations, including a charter school, where she was responsible for acquiring and administering grant funds for capital improvements and ongoing operations. Miss Lopez has a track record of attracting donors who repeat their commitment to the Brewery Arts Center year after year. In a typical year, about 30% of BAC funding comes from grant awards

from organizations including the Nevada Arts Council, Robert Z. Hawkins Foundation, John and Grace Nauman Foundation, Bessie Minor Swift Foundation, NV Energy Foundation, UNR, the Mortimer and Mimi Levitt Foundation, AARP, and private endowments. In 2020 and 2021, the Brewery Arts Center received additional support from the Shuttered Venue Operator Grant and other COVID specific support.

For 45 years, the BAC campus has been dually dedicated to the arts and to the community. The BAC presents over 100 events and classes each year and in the summer months the Levitt AMP Carson City Free Summer Concert Series runs for 10 consecutive weeks bringing 2000-3000 people consistently to the historic buildings through the run of the series since 2016. The goal of the series is to build the social fabric of America through the power of free, live music. In addition to hosting over 100 cultural events a year, BAC provides a home to a number of organizations that similarly expand and strengthen the artistic and cultural opportunities available in Carson City. These include Nevada Artists Association, Wild Horse Children's Theater, Proscenium Players, Inc., KNVC Community Radio, Sierra Nevada Forums, Rotary Club International, TEDxCarsonCity, Joyful Noise Children's Choir, Music and Me, and Carson City Classic Cinema Club. BAC maintains collaborations with the Jazz and Beyond Music Festival, Sierra Nevada Ballet, Muscle Powered, Food 4 Thought, Carson City School District, and the Carson City Juvenile Probation Center. The BAC also manages the Historic Adam's House which houses KNVC, Carson City's community radio station for which BAC was the founding licensee.

The purpose of this proposed project is to assist in sustaining the Carson Brewing Company building as a viable home for the arts and as a community gathering space long into the future. The most notable benefits of brick restoration include the ability to maintain the proper structural integrity of the building structure, improving the appearance of the building and ensuring wall replacement is not necessary.

In keeping with its commitment to community, BAC's cultural events contribute to the economic as well as the cultural vitality of Carson City. The BAC boosts the area's ability to attract tourists and to provide alternative forms of entertainment to those who may have come for reasons other than engagement with the arts. The art gallery and the musical and theatrical events draw in non-local visitors, which also contributes economically to a variety of hospitality and retail businesses in the area. BAC works with local businesses and Carson City Visitor's Bureau to increase the economic contribution of its events. For example, in March 2019, the Glen Miller Orchestra concert, offered in partnership with a local casino, drew a sell-out crowd including a substantial number of people outside the Carson City area. Currently, the Brewery Arts Center has installed a curated exhibition on loan from the Charles M. Schulz museum in Santa Rosa, Snoopy and the Red Baron which is attracting hundreds of visitors each week. Individuals who travel to Carson City for such events appreciate what they see, post online about it and often return to the area again.

BAC acts a portal to connect residents and tourists with to a broad range of art forms, including visual arts, music, dance, theatre, ceramics, and mass media. It also acts as a magnet for artists, who can show their work, perform before an audience, take instruction or teach their skills, or

just mix with other artists and exchange ideas. For art to contribute to the cultural milieu of the area, the area must have artists. To attract and retain artists, the community must provide them with opportunities to promote and profit from their work.

Project Support/Financial

BAC is a beloved facility in Carson City and has received enthusiastic community financial support since its founding. Recently, Carson City donated ownership of the Carson Brewing Company building to BAC, a strong show of community support contributing to the long-term sustainability of the BAC organization. Despite the hardships brought about by the COVID-19 Pandemic, the BAC has remained strong both economically and in programming, creating ways to fulfill their mission while maintaining public health safety precautions during these difficult times. These ways included temporarily installing a drive-in movie theater on the property, on line classes and a mobile concert series which took place in every neighborhood in Carson City with musicians and full bands on a Flatbed Truck which was then driven around town in the spirit of the free summer concerts. BAC produced 27 Flatbed Truck concerts between June of 2020 and June of 2021.

In fall of 2021, BAC created an arts assessment survey and received over 350 responses from the community. Maintaining the integrity of the historic buildings that the BAC occupies was high on the list of concerns from the citizens who participated in the survey.

The operation and maintenance of the two historic buildings have been BAC's ongoing responsibility for the past 47 years. BAC budgets annually for these expenditures and has been able historically to meet its financial obligations to keep the BAC open and available to the public

Planning

The proposed project has been identified as a high priority among the improvements required for the safety and longevity of the brewery building. BAC now has a complete inventory of necessary improvement needs to protect the building into the future. BAC will also actively use its recent survey results from community members to incorporate into the planning effort. Currently, BAC has over 420 active members who attend events and membership meetings. These individuals have taken positive steps to become involved community members and supporters of the arts. Members will certainly be welcome to join the planning effort. However, BAC will also use this opportunity to recruit members of the community who have the ability to contribute to planning effort. This will include civic and business leaders, but also those who patronize cultural events and see the value of supporting a strong artistic presence in the community. And, of course, local artists will be invited to participate.

GRANT APPLICATION FOR 2021-2022
PART III BUDGET FORM

Applicant: Brewery Arts Center

1. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	HR that is a fring	Amount of fringe benefit	Total Amt	State Share	Non-State Share
a.	Project Mgr.*	360	55			0.00	19,800.00		19800
b.						0.00	0.00		
c.						0.00	0.00		
d.						0.00	0.00		
e.						0.00	0.00		
f.						0.00	0.00		
g.						0.00	0.00		
h.						0.00	0.00		
i.						0.00	0.00		
j.						0.00	0.00		
Sub-total:							\$19,800.00	\$0.00	\$19,800.00

*Not included as match

2. Travel: (see GSA rates in the application document)

		Rate	Miles/# of	Total Amount	State Share	Non-State Share
a.	Mileage					
	1. Person #1-			0.00		
	2. Person #2-			0.00		
b.	Per Diem (Breakfast)			0.00		
	Per Diem (Lunch)			0.00		
	Per Diem (Dinner)			0.00		
c.	Transportation costs (parking fees, taxi, etc.)			0.00		
d.	Lodging					
	1. Weeknight (Sun-Th)			0.00		
	2. Weekend (Fri-Sat only)			0.00		
e.	Other:			0.00		
f.	Other:			0.00		
Sub-				\$0.00	\$0.00	\$0.00

GRANT APPLICATION FOR 2021-2022
PART III BUDGET FORM

3. Contractual Services: Attach itemized lists or contractor quotes showing the breakdown of materials and labor costs for all proposed work items. Add columns as needed.

***When listing materials, break out by type *When listing labor, define specific activities**

	Contractual Service	Total Amount	State Share	Non-State
a.	Masonry services West Wall (see bid)	182,351.00	162,879.00	19,472.00
b.	Masonry services North Wall (see bid)	115,252.00	103,727.00	11,525.00
c.	Masonry services South Wall (see bid)	39,828.00	35,846.00	3,982.00
d.	Waste Water Disposal	200,000.00		200,000.00
e.				
f.				
g.				
h.				
i.				
j.				
Sub-total:		\$537,431.00	\$302,452.00	\$234,979.00

4. Operating: List estimated operating expenses relating to the proposed project.

	#	Rate	Flat Rate	Total Amount	State Share	Non-State
a.						
b.						
c.						
d.						
e.						
f.						
g.						
h.				33,743.00		33743
i.						
Sub-total:				\$33,743.00	\$0.00	\$33,743.00

5. Other (please specify or attach detailed budget):

	Rate	Amount	State Share	Non-State
a.				
b.				
c.				
d.				
Sub-total:		\$0.00	\$0.00	\$0.00

GRANT APPLICATION FOR 2019-2020
PART III BUDGET FORM

6. Section #1- 5 Subtotals:

		Amounts	State Share	Non-State Share
1.	Personnel	19,800.00	0.00	19,800.00
2.	Travel	0.00	0.00	0.00
3.	Contractual Services	537,431.00	302,452.00	234,979.00
4.	Operating	33,743.00	0.00	33,743.00
5.	Other	0.00	0.00	0.00
Sub-total:		\$590,974.00	\$302,452.00	\$288,522.00

7. Requested State Share Total:

Subtotal: **\$302,452.00**

8. Potential Non-State Share:

Subtotal: **\$288,522.00**

Proposed Project Costs Grand Total:

\$590,974.00



EXPERTS AT CLEANING,
REPAIRING AND PRESERVING
HISTORIC BRICK AND STONE

SERVICE PROPOSAL AND ACCEPTANCE

December 27, 2021

Proposal submitted to:
Michael Wiencek
Director of Operations
Brewery Arts Center

The following services to be performed at:

Same address as above

ABSTRACT MASONRY RESTORATION, INC., herein after referred to as Abstract, proposes to furnish materials and perform the labor necessary to:

1. Using specialty historic masonry paint stripping and cleaning solutions and pressurized steam/hot water, strip the paint off the masonry on the building. Following the stripping process, use specialty historic masonry cleaning solutions to further clean the masonry, and neutralize the alkalinity in the masonry.
 - 1.1. All waste water will be contained and put in a storage tank for offsite disposal. The cost of the tank, hauling of waste water, and disposal of waste water is excluded from this proposal at this time.
2. After the paint stripping, Repoint 100% of all mortar joints
3. Apply a penetrating water repellant and consolidant

Anything not specifically included in the scope of work in this proposal is specifically excluded.

GENERAL AGREEMENTS AND UNDERSTANDINGS

- 1) Due to the high levels of lead in the waste water, the waste water can not be disposed in the sanitary sewer. A collection tank will be placed onsite and all waste water will be collected, filtered, neutralized and then placed in an onsite collection tank. This tank will be removed by a treatment facility, treated, and then disposed of by legal means. The cost of this tank and disposal is excluded from this proposal
- 2) The customer agrees to provide no less than 2 working exterior hose bib faucets with a flow of no less than 8 gallons of water per minute each for the rinsing process.
- 3) A temporary electrical disconnect *may* be required when we are working around the electrical mast on the building. If needed ABSTRACT will arrange for this disconnect with the electrical company, and will correlate with the customer as to when it will be done so they can unplug computers, appliances and other potentially sensitive equipment in the building to protect them from potential power surges.
- 4) Due to the workmen foot traffic, the volume of water that is used, the waste water containment system, and the scaffolding that will extend out approximately 8 feet from the perimeter of the building, any plant life within this area may not survive the paint stripping process. It is the responsibility of the customer to move, transplant, or relocate any and all plant life in this area.
- 5) An orange web safety construction fence, that is approximately 4 feet high, may be set up by ABSTRACT around the perimeter of the building. It is the responsibility of the property owners to keep all children, adults, animals, pets, visitors etc. on the outside of this fenced area.
- 6) Some of the non masonry surfaces, such as window and door frames, that are directly contiguous to the masonry to be stripped, will have a small amount of the paint stripped off of them. These surfaces will be masked with plastic and tape, but the stripper is designed to penetrate and often creeps behind the masking materials. The "touch up" painting of these surfaces that will be necessary after the stripping process is completed is excluded from the scope of this proposal.
- 7) In order to cover the window and other openings on the building, plastic may be stapled onto the wood frames around the openings. This will leave small staple holes in the wood frames after the staples are removed. It is beyond the scope of this proposal to repair these small holes.
- 8) The glass window surfaces will be rinsed with fresh clear water after the surrounding brick surfaces are cleaned. The detail "squeegee cleaning" of the windows is excluded from the scope of this proposal.
- 9) On older buildings such as this one, on occasion, some water from the stripping process may intrude into the interior of the building through cracks, voids, failed caulk, below grade foundations, window and door frames etc.. It is the responsibility of the customer to notify ABSTRACT in advance of areas where this may have occurred in the past. It is also the responsibility of the customer to move all items no less than 4 feet away from all windows and doors, and completely out of basement areas where the potential for water intrusion exists. The customer agrees to hold ABSTRACT harmless and not liable for any damage done to the property as a result of interior water intrusion.
- 10) The intent is to strip the paint and clean the underlying masonry using the gentlest means possible so as to not damage the historic masonry. Excessive water pressure and/or to concentrated stripping or cleaning solution could damage the masonry. Therefore, it is agreed and understood that the paint will be stripped, and /or the masonry will be cleaned only to the point that if greater water pressure and/or too concentrated stripping or cleaning solutions were used that it would pit, discolor or otherwise damage the masonry. This means that on occasion, there may be some areas on the building that are so severely stained that they will not clean up 100%.
- 11) On rare occasion, there may be plaster, cement, lime, caulk, tar, unusual paint or other similar materials under, or between the layers of paint, that the chemical paint stripper will not react upon or strip off. Removal of these materials are considered unforeseen conditions and are excluded and beyond the scope of this proposal. If they are discovered during the paint stripping process, ABSTRACT will inform the

customer of such and perform some testing (at ABSTRACT'S expense and cost), in order to determine the most effective method of removing them, and then provide the customer with a cost proposal to do so.

- 12) On rare occasion, the brick, stone or mortar may contain soluble salts. As the masonry is drying out following the stripping and / or cleaning process, these salts may manifest themselves on the face of the masonry in the form of a white powdery substance commonly known as efflorescence. Removal of efflorescence is considered an unforeseen condition and is excluded and beyond the scope of this proposal. If efflorescence appears after the paint stripping and cleaning processes, ABSTRACT will inform the customer of such and perform some testing (at ABSTRACT'S expense and cost), in order to determine the most effective method of removing them, and then provide the customer with a cost proposal to do so.
- 13) This proposal is priced on the assumption that the masonry cleaning, paint stripping, repair and sealing will be scheduled by the customer to occur *before* any demolition, stucco work, window installation, gutter work, landscaping, painting, roofing or similar work is performed on the exterior surfaces of the building.
- 14) Due to the age and existing condition of the masonry, some of the existing unsound mortar may be removed down to sound mortar during the cleaning process. This proposal specifically excludes masonry repair, caulking and repointing
- 15) It is the responsibility of the building to obtain a building permit from the city if needed
- 16) Anything not specifically included in the above scope of work is specifically excluded.

The above work is to be completed in a workmanlike manner for the sum of:

West Wall \$182,351**

North wall \$115,252**

South Wall \$39,828** (this wall needs to be done in conjunction of another wall)

\$302,452** All three walls if done at the same time (10% discount)

** Plus the cost of waste water disposal

Payment(s) to be made as follows:

Payment due in full upon completion of work and receipt of each invoice.

Partial invoices may be sent out approximately every 2 weeks on the portion of the work completed.

If payment is not received by Abstract as indicated above, Abstract reserves the right to stop work.

This proposal may be withdrawn by Abstract Masonry Restoration, Inc. if not accepted within 10 days from the date of this proposal. If accepted by the customer after that date, the prices in this

proposal are subject to increase due to potential increases in fuel, material, labor and / or other costs.

Respectfully submitted via email by: Kevin Hadfield
Abstract Masonry Restoration, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified and payment(s) will be made as outlined above.

A penalty service charge or a finance charge of 2% per month, which is an annual rate of 24%, will be charged on the unpaid balance of all past due invoices. The minimum monthly charge is \$15.00. In addition, customer agrees to pay all costs incurred in collecting the unpaid balance, including court costs and attorney's fees.

Signature _____ Date _____



Mike Wiencek <mikey@breweryarts.org>

Nevada Brownfields Program Application for BAC: Lead-Paint Removal

7 messages

Ruben Ramos-Avina <rros-avina@ndep.nv.gov>

Tue, Feb 15, 2022 at 9:22 AM

To: Mike Wiencek <mikey@breweryarts.org>

Good Morning Mike,

Great news! I just received concurrence from EPA to work on this project.

To clarify, has a lead-paint survey been conducted on the exterior walls of the building? We would be interested in the report, if you have it. If not, no problem—we should be able to simply take a few readings of the paint with an X-ray fluorescence (XRF) analyzer prior to paint removal in order to confirm that the paint is lead-paint.

Best,

Ruben Ramos-Avina
Environmental Scientist III
Superfund Branch, Bureau of Corrective Actions
Nevada Division of Environmental Protection
Department of Conservation and Natural Resources
901 S. Stewart Street, Suite 4001
Carson City, NV 89701
rros-avina@ndep.nv.gov
(O) 775-687-9572



NEVADA DIVISION OF
**ENVIRONMENTAL
PROTECTION**



Nevada Department of
**CONSERVATION &
NATURAL RESOURCES**

Connect with us:   

Mike Wiencek <mikey@breweryarts.org>
To: Ruben Ramos-Avina <rros-avina@ndep.nv.gov>

Tue, Feb 15, 2022 at 10:59 AM

No, we do not. I've looked through everything I have, and I have not seen any Lead Paint Test paperwork

ATTACHMENT 1
EXTERIOR PHOTOGRAPHS AND SITE PLAN



1. North facing wall
(2 angles)





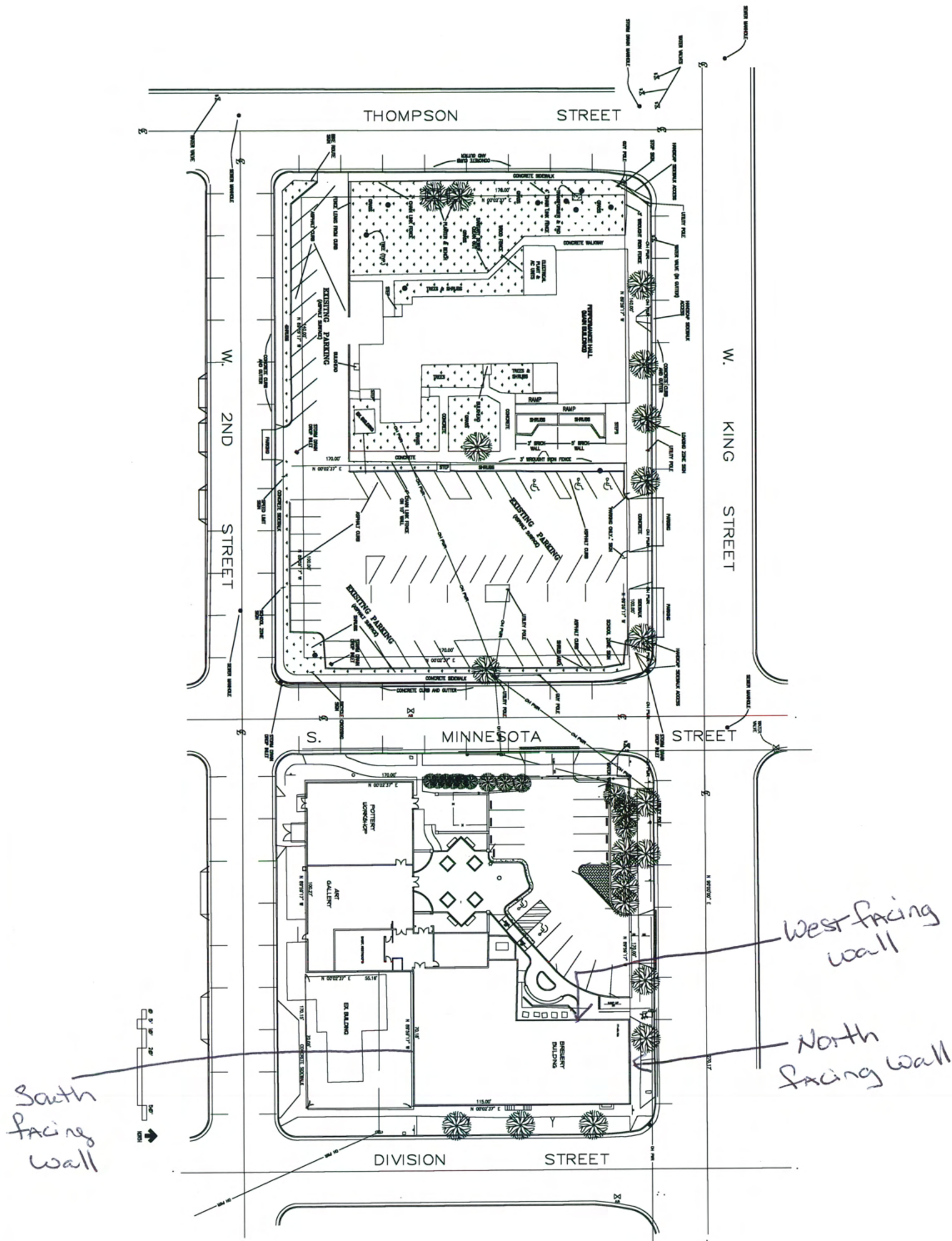
2. West facing wall



3. South facing wall
(top portion)



4. Completed east facing wall



ATTACHMENT 2:

BREWERY ARTS CENTER MISSION/ORGANIZATIONAL HISTORY

Mission Statement: *We are a non-profit organization that enriches the quality of life by cultivating arts and culture for all.*

Organization History

The Brewery Arts Center is a non-profit organization founded in 1975 by a group of Carson City artists yearning for a space of their own. The founding members raised \$300,000 to purchase the historic Carson Brewing Company Building and turn it into a community gathering space for artists. They built an annex to the brewery to house a gallery, art classroom, and a black box theater. In 2000, the organization purchased the St. Teresa Catholic Church building and converted it into a 250 seat Performance hall. In 2015 BAC was able to close Minnesota Street to traffic in between the two buildings to create a two city-block arts campus complete with facilities for visual arts, theatrical arts, dance and music, and outdoor art to include a Harmony Sculpture Park, five murals, rotating sculptures and in the summer months, an outdoor amphitheater.

The Brewery Arts Center arts education department includes classes in painting, sculpting, drawing, pottery, a chemical darkroom, jewelry making, theater, improvisation, dance, and music. The BAC programs art for 4 area elementary schools and the Juvenile Detention Center. It's acclaimed "Art in the Park" outreach program will enter its sixth year in 2020. Art in the Park is a pop-up art classroom which provides free art programming to anyone with a desire all summer long. In 2022, the BAC established the Artisan Gallery that hosts traveling exhibitions and will house Snoopy and the Red Baron, on loan from the Charles M. Shultz museum until May 15, 2022.

The organization is privately funded and the facility provides a home for 17 other non-profit organizations, and several dozen visual artists use the various art spaces every day of the week. The many collaborators who use the BAC include Nevada Artist Association, Wild Horse Children's Theater, Proscenium Players, Inc., KNVC Community Radio, Sierra Nevada Forums, Rotary Club International, TEDxCarsonCity, High Sierra Swing Dance Club, Improv club, Carson City Classic Cinema Club, Joyful Noise Youth Choir, Carson High School Theater Department, Wired Wednesday Film Club, the Jazz and Beyond Music Festival, Sierra Nevada Ballet, and the Carson City School District

The BAC has two full time staff members and 3 part-time staff members and an army of loyal volunteers who make it all possible.

ATTACHMENT 3:

BREWERY ARTS CENTER PRIOR GRANT AWARDS

The Brewery Arts Center facilities include two historically significant buildings, the Carson Brewing Company building built in 1865 and the BAC Performance Hall (formerly St. Teresa of Avila Catholic Church) built in 1870. Since 1993, these building have received 14 SHPO awards valued at \$1,069,384.

The Brewery building, which includes annexes added in the 1970s, was owned by Carson City government until 2019, when the deed was transferred to BAC; however; grants for the Brewery were typically made directly to BAC, who managed the projects and the funding. Since 1993, BAC has received \$684,408 in CCCHP funding. All projects were successfully completed, except for the 2004 grant. In 2004, BAC was awarded \$20,000 to upgrade the Brewery's brick exterior façade, but did not actually receive the funding because SHPO grant monies were unavailable to fully fund the award. In 2021, an additional \$6,200.00 was granted in addition to the \$120,000 awarded in 2020 when more funds became available.

CARSON BREWING COMPANY GRANTS 1993 - 2021	
Year	Amount
2021	\$6,200.00
2020	\$120,000
2009	\$130,000
2004	60,000
2001	36,090
1999	98,302
1998	69,270
1997	75,000
1996	170,635
1993	75,000
Total	\$684,408

BAC purchased St. Teresa's Catholic Church in 2000 and, with the assistance of SHPO funding, remodeled the nave and apse into a 250-seat performance hall. Since 2002, BAC has received four SHPO grants amounting to \$375,976. In 2021, an additional \$2000.00 was granted in addition to the \$100,000 awarded in 2020 when more funds became available.

BAC PERFORMANCE HALL GRANTS 1993 - 2021	
Year	Amount
2021	\$2,000.00
2020	\$100,000
2007	\$95,000
2005	\$120,000
2003	\$100,000
2002	\$58,976
Total	\$375,976

All grants received 2019-2021 (various sources)

Grant	Year	Amount
Carson City Cultural Commission	2021	9000
Nevada Arts Council (OSG)	2019	18600
Nevada Arts Council (OSG)	2020	18600
Nevada Arts Council (ARP)	2020	8000
Nevada Arts Council (OSG)	2021	18600
Nevada Arts Council (ARP)	2021	15400
Nevada Humanities	2020	7500
Robert Z. Hawkins Foundation	2019	12000
Robert Z. Hawkins Foundation	2020	10000
Robert Z. Hawkins Foundation	2021	9000
NV Energy	2019	4000
NV Energy	2020	2500
Southwest Gas Co.	2019	2500
Southwest Gas Co.	2020	2500
Levitt Foundation	2019	25000
Levitt Foundation	2020	5000
Levitt Foundation	2021	25000
NV Division of Tourism	2019	5000
NV Division of Tourism	2020	10000
NV Division of Tourism	2021	3500
Nauman Foundation	2019	8000
Nauman Foundation	2020	8000
Nauman Foundation	2021	8000
PETS	2020	20000
Shuttered Venue Support Grant	2021	132,037
Shuttered Venue Support Grant	2021	78,966
City	2020	24000
SHPO	2021	228,200
AARP	2019	10000
Total Grants		\$728,903

ATTACHMENT 4:
Progress report for current CCCHP grant awards as of
12/31/21



CCCHP GRANT PROGRAM

PROGRESS REPORT

Grantee:	Brewery Arts Center	Grant No.	CCCHP19-07
Address:	449 W King St	Report No.	Progress #3
Project Title:	BAC Brewery Bldg & Annex Energy Efficient Rehabilitation	Report Period	
		From	To:
		9/1/21	12/32/21

Column A: List **all** project products/deliverables. (Refer to Attachment A of your Funding Agreement.)

Column B: Indicate the anticipated completion date for that particular product per the funding agreement.

Column C: Indicate yes/no whether or not a particular product is being submitted this quarter.

Column D: Indicate the percentage (%) of phase/project/product complete at the time of this report.

A. Products/Deliverables	B. Anticipated Completion Date	C. Product submitted this period? Yes or No	D. Percentage (%) of grant-funded project completed at this time.
EX: Recon. Survey of Xanadu Neighborhood	6/30/2263	Yes	75% 1st Draft
1.Replace 10 Toilets	3/15/22	no	0%
2.Repair Existing Sink Faucet	Done 8/3/21	yes	100%
3.Replace 62 non-historic interior light fixtures	2/1/22	no	95%
4. Replace light bulbs in other fixtures	2/1/22	no	0%
5. Replace 8 non-historic exterior light fixtures	Done 10/15/21	no	100%
6. Install 2 new exterior fixtures and wiring	Done 10/15/21	no	100%
7. Install new emergency light at interior on Division St	5/1/22	no	0%
8. Replace Light Switches	5/1/22	no	0%
9. Repair existing HVAC systems	3/15/22	no	90%



CCCHP GRANT PROGRAM

10. Remove 4 existing skylights on annex bldg	Done 7/21/21	no	100%
11. Install Accoustic drop ceiling in previous skylight location	5/1/22	no	0%
12. Replace roofing shingles on the carson Brewing bldg and annex	Done 7/27/21	no	100%
Install ADA compliant automatic door opener	Done 6/30/21	no	100%

Project Activity

During the period from 9/1/21 to 12/31/21 we completed the replacement of all exterior light fixtures, and 90% of the interior light fixtures. we are almost finished with the repairs to the HVAC systems, and are awaiting scheduling o the bathroom flooring and toilet replacement, which need to both happen at the same time. We are working with the electrical contractor to schedule the remaining electrical projects. Pictures and descriptions on separate page.

Michael F Wiencek
Signature of Project Director

12/29/21
Date



NEVADA
**STATE HISTORIC
PRESERVATION OFFICE**

CCCHP GRANT PROGRAM



CCCHP GRANT PROGRAM

PROGRESS REPORT

Grantee:	Brewery Arts Center	Grant No.	CCCHP19-08
Address:	449/511 W King St Carson City, NV	Report No.	Progress #3
Project Title:	BAC Performance Hall Energy Efficiency Rehabilitation	Report Period	
		From	To:
		9/1/21	12/31/ 21

Column A: List **all** project products/deliverables. (Refer to Attachment A of your Funding Agreement.)

Column B: Indicate the anticipated completion date for that particular product per the funding agreement.

Column C: Indicate yes/no whether or not a particular product is being submitted this quarter.

Column D: Indicate the percentage (%) of phase/project/product complete at the time of this report.

A. Products/Deliverables	B. Anticipated Completion Date	C. Product submitted this period? Yes or No	D. Percentage (%) of grant-funded project completed at this time.
EX: Recon. Survey of Xanadu Neighborhood	6/30/2263	Yes	75% 1 st Draft
1. Replace 2 Toilets	3/15/2022	no	0
2.Repair 2 Exterior hose bibs	Done 8/3/21	no	100%
3.Replace all non-historic interior light fixtures	DONE 10/15/21	no	100%
4. Replace Light Switches	3/15/22	no	0%
5. Replace 9 Non-historic Exterior light fixtures	Done 10/15/21	no	100%
6. Replace 1 Center Speaker and 2 mounted speakers in balcony	DONE 8/18/21	no	100%
7. Repair existing HVAC Systems	3/15/22	no	90%
8. Install ADA Compliant door opener	DONE 6/30/21	no	100%
9. Replace Non-Historic flooring	3/15/22	no	75%



CCCHP GRANT PROGRAM

in Lobby, Theater, and Green Room			
10. Repair one broken window on East side of Bldg	5/1/22	no	0%
11. Replace 7 Non-Historic Lobby Windows	DONE 11/17/21	yes	100%

PROJECT ACTIVITY

During the Period of 9/1/21 to 12/31/21, we completed the replacement of the 7 Non-Historic Lobby Windows, made great progress on the repairs to the HVAC systems, Installed All of the interior light fixtures, and All of the exterior light fixtures on this building. We completed the flooring of the Lobby, the Theater, and are waiting to schedule the Green room with the Contractor, hoping to have it done by early Spring. Photos and descriptions on separate page.

Michael F Wiencek
Signature of Project Director

12/29/21
Date

**ATTACHMENT 5:
INSURANCE POLICY**

ACCIDENT INSURANCE PROGRAM

MASTER POLICY - MHH010307

Underwritten by: QBE Insurance Corporation

Statement of Coverage

Part 1

PARTICIPATING ORGANIZATION: Brewery Arts Center
449 W King St.
Carson City, NV 89703

CONTROL #: 62752

COVERAGE TERM: 01/08/2022 to 01/08/2023

SUMMARY OF BENEFITS PLAN C

Accidental Death	\$50,000
Accidental Dismemberment Maximum	\$50,000
Accidental Paralysis	\$25,000
Aggregate Limit of Liability	\$1,000,000
Excess Accident Medical	\$50,000
Deductible	\$50

COVERED PERSONS

Participants & Volunteers

OPTIONAL COVERED ACTIVITIES

None

ANNUAL PREMIUM: \$336

Please refer to Part 2 of the Statement of Coverage
for a more complete description of the benefits
provided by this program, including program
exclusions and limitations.

Date: 12/06/2021

ACCIDENT INSURANCE

STATEMENT OF COVERAGE

Part 2

Underwritten by: QBE Insurance Corporation

This Statement of Coverage confirms that Blanket Accidental Death, Dismemberment, Paralysis and Accident Medical Expense benefits are provided to Covered Persons volunteering, or participating, in activities that are supervised and sponsored by the Participating Organization (Organization) named in Part 1, under Policy # MHH010307, issued by QBE to: Volunteers Insurance Services® Association Alliance Member Services, Nonprofits Insurance Alliance of California, Alliance of Nonprofits for Insurance.

Covered Persons

- All designated, recorded Volunteers participating in a volunteer project through the Organization's program, if Volunteers are listed in Part 1.
- All registered Participants participating in supervised and sponsored Organization activities, if Participants are listed in Part 1.

Covered Activities

Volunteers and Participants are covered while participating in all activities which are supervised and sponsored by the Organization named in Part 1.

Accidental Death, Dismemberment & Paralysis (Plegia) Benefits

Loss of Life.....	\$50,000
Loss of any combination of two: hands, feet, eyesight, speech and hearing.....	\$50,000
Total paralysis of upper and lower limbs, both lower limbs, or upper and lower limbs on one side of the body.....	\$25,000
Loss of one hand, one foot, sight in one eye, speech or hearing.....	\$25,000
Loss of thumb and index finger of same hand.....	\$12,500
Loss of Life due to heart failure.....	\$10,000

Accident Medical Expense Benefits

Maximum Benefits for any one Covered Accident.....	Refer to Part 1
Benefit Period for any one Covered Accident.....	52 weeks
Deductible.....	Refer to Part 1
Scope of Coverage.....	Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable.....	100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include.....	In & Out-Patient Hospital, Ambulatory Medical Center & Emergency Room, Physician visits & surgery, diagnostic tests, nursing services and ambulance charges
Dental Expenses.....	\$1,000 maximum benefit, up to \$300 per tooth

Accidental Death, Dismemberment and Paralysis benefits: Loss of hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body. Paralysis means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible. If the same accident causes more than one of these losses, we will pay the largest amount that applies.

Exclusions and Limitations:

Coverage is not provided for any accident which is caused by or results from any of the following:

- Intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane;
- commission or attempt to commit a felony or an assault; commission of or active participation in a riot or insurrection;
- bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
- declared or undeclared war or act of war;
- flight in, boarding or alighting from an aircraft, except as a fare-paying passenger on a regularly scheduled commercial airline;
- travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle; participation in any motorized race or contest of speed;
- an accident if the covered person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless the covered person holds a valid learners permit and the covered person is participating in a driver's education program;
- sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- travel or activity outside the United States or Canada, unless advance written approval is provided;
- the covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the covered accident occurred;
- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage;
- injuries compensable under Workers' Compensation law or any similar law;
- an accident which occurs while the covered person is driving a private passenger automobile while intoxicated.
- Benefits will not be paid for any hospital stay that is not considered appropriate treatment for the condition and locality.
- Overnight Supervised and Sponsored Activities and related travel are not covered, unless agreed to in writing by the Company.
- In addition, benefits will not be paid for services or treatment rendered by any person who is employed or retained by the policyholder or living in the covered person's household or provided by a parent, sibling, spouse or child of either the covered person or the covered person's spouse, or the covered person.
- The Accidental Death, Dismemberment and Paralysis aggregate limit of liability is \$1,000,000.

Accident Medical Benefit limitations and excluded expenses:

- cosmetic surgery, except for reconstructive surgery needed as the result of a covered injury;
- any elective or routine treatment, surgery, health treatment, or examination;
- blood, blood plasma, or blood storage, except expenses by a hospital for processing or administration of blood;
- examination or prescription for initial eyeglasses, contact lenses or hearing aids;
- treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
- services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- rest cures or custodial care;
- repair or replacement of existing dentures, partial dentures, braces or bridgework;
- personal services such as television and telephone or transportation;
- expenses payable by any automobile insurance policy without regard to fault;
- services or treatment provided by an infirmary operated by the policyholder;
- treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity;

- treatment or service provided by a private duty nurse;
- treatment of hernia of any kind.
- Treatment of injury resulting from a condition that a covered person knew existed on the date of the accident, unless he received a written medical release from his physician.

Any covered expenses payable under the Accident Medical Expense benefit will be reduced by 50% if the covered person has HMO or PPO coverage and elects not to use that coverage.

Claims Procedures

1. Send the completed and signed QBE Accident Claim Form to the claims administrator as soon as you receive notice that an injury has occurred. The Organization needs to complete and sign Part I. The claimant must complete Part II and sign Part III. Include a copy of Part 1 of the Statement of Coverage with the Claim Form.
2. Since this program provides coverage for medical expenses that are in "excess" of any other Health Care Plan the claimant has, all claims must be submitted to the claimant's primary insurance carrier first. If the claimant has no other insurance, this program will act like primary coverage.
3. Itemized bills for all medical expenses, referred to as a "HCFA" from a doctor's office or a "UB92" from a hospital, must be provided to the claims administrator in order for the claim to be processed.
4. The claimant's primary insurance will send them an Explanation of Benefits (EOB) for all submitted expenses. Copies of all such EOBs must also be submitted to the claims administrator in order for claims to be processed under this program.

Claims Administrator: Health Special Risk, Inc.
4100 Medical Parkway
Carrollton, TX 75007

Toll Free Number: 1-866-408-3361
E-mail: Claims@hsri.com

Important Notice: This information is a brief description of the important benefits and features of the Blanket Accident Medical Insurance underwritten by QBE Insurance Corporation. It is not a contract. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations and exclusions are set forth in the Master Policy.



Toll Free Number: 1-866-408-3361

INSTRUCTIONS FOR HAVING CLAIMS PAID QUICKLY AND EFFICIENTLY

Health Special Risk is a Third Party Administrator and processes claims for your organization's Accident policy on behalf of QBE. This is not a liability policy. It is in place to assist you with your medical bills that result from covered accidents. There are three important items that Health Special Risk needs to process your claim. They are:

- A completed and signed QBE Accident Claim Form.
- Itemized bills from Your Medical Care Provider.
- Your Primary Health Insurance Carrier's Explanation of Benefits (EOBs).

1) Complete the QBE Accident Claim Form:

In the event of an accidental injury, please complete the claim form as follows:

Part I – The organization must complete and sign "Part I". **All** fields must be completed in this section. Organization must also provide the claimant with a copy of the first page of the **Statement of Coverage** for submission with the claim form.

Part II - The insured must complete "Part II" and sign "Part III". Since this is excess coverage, the insured's primary medical insurance is a vital piece of information in "Part II". "N/A" cannot be inserted. If the insured has no other insurance, please state "No other insurance".

IMPORTANT: Please include a copy of Page 1 of the Statement of Coverage with the Claim form.

The quickest and easiest way to get items 2 and 3 below to our office, is to simply provide Health Special Risk's contact information to your medical provider and have them bill Health Special Risk as the secondary payor.

Otherwise, you can proceed as follows:

2) Provide copies of your Medical Care Provider's itemized bills:

Health Special Risk needs to review the itemized bills from your provider to confirm that the procedures being performed are appropriate for the injury sustained, as well as that the amount being charged is at a reasonable and customary rate. These bills are often referred to as a "HCFA" from a doctor's office and a "UB92" from a hospital. You can either send these bills in to HSR's office yourself or request that the provider send them to Health Special Risk directly. *If you already paid these bills and you are requesting reimbursement, please include a copy of your proof of payment, such as the receipt you received from your medical provider.*

3) Provide copies of your Primary Health Insurance Carrier's Explanation of Benefits (EOB):

This coverage is designed to be "excess" of any other medical insurance you have, meaning that QBE's plan will provide coverage for the out of pocket expenses from your primary coverage (deductibles, co-payments, etc) up to the policy limits for covered accident medical expenses. For Health Special Risk to determine what amounts are not being paid by your primary insurance, we need to review your primary carrier's explanation of benefits. Your primary carrier should automatically provide them to you. If they do not, contact them and ask for them, they are required to provide them to you.

Once the claim form has been completed, please mail, fax or email it and any other pertinent information to HSR for processing:

Health Special Risk, Inc
4100 Medical Parkway
Carrollton, TX 75007

Toll Free Number: 1-866-408-3361
Claim Status: Maureen Clark, Sr Claims Processor

Fax: 1-469-701-3020
Email: MaureenClark@hsri.com



Accident Claim Form

Mail/Fax/Scan to	Health Special Risk, Inc.	E-mail	Toll free
	4100 Medical Parkway	Claims@hsri.com	(866) 408-3361
	Carrollton, TX 75007	Fax	MHH010307 ANI
		(972) 512-5820	

Caution Any person who, knowingly and with intent to defraud, or helps commit a fraud against, any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits or may be committing a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties. **Residents of the following states, please see last page: CA, CO, DC, FL, NY, TN, TX and VA.**

Instructions Eligible covered expenses will be determined after benefits have been paid by other valid and collectible insurance. You **must** submit your claim to your other insurance company first (this does not apply if the policy provides primary coverage). When you receive their Benefits Statement (EOB) send it to us along with the itemized bills.

- **Part I** - Must be completed by Policyholder.
- **Part II** - Must be completed by Claimant or by the Parent or Guardian, if the Claimant is a minor.
- Send copies of itemized bills showing provider's name, address, Tax ID number, diagnosis and procedure codes.
- Attach Explanation of Benefits, additional bills with record of payment or denial from primary insurance carrier.
- All benefits will be payable to the physicians and providers, unless accompanied by paid receipts.
- If employed, but have no other insurance, forward employer(s) letter on employer(s) letterhead to that effect.

Claimants eligible for Medicaid benefits must first file for benefits under this policy before submitting expenses to Medicaid.

Part I – Policyholder Report

Name of Policyholder		Control number	Policy number MHH010307 ANI	
Policyholder address		City	State	Zip code
Policyholder contact	Email	Fax	Phone	
Last name of Claimant	First name of Claimant	Social Security number	Date of birth	
Sex <input type="checkbox"/> Male <input type="checkbox"/> Female		Claimant is <input type="checkbox"/> Volunteer <input type="checkbox"/> Participant		

Nature of injury (Describe, fully indicate what part of body was injured – e.g. broken arm, sprained ankle)
Must be a bodily injury due to accident

Describe how the accident occurred, provide all details. Attach a separate sheet, if necessary (include name of Sport/Activity).

Did accident occur:

While Claimant was Policyholder supervised?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
During a Policyholder sponsored activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
During scheduled Policyholder hours?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
While traveling to or from a Policyholder sponsored and supervised activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Off Policyholder premises, at home, during the weekend, holiday or summer vacation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Date of accident	Time of accident <input type="checkbox"/> AM <input type="checkbox"/> PM	Place of accident	First treatment date
------------------	---	-------------------	----------------------

Name and title of person supervising activity?

Was he or she a witness?

☐ Yes ☐ No

List other Policyholder insurance. Attach separate sheet, if necessary.

Policy number(s)

Signature of authorized Policyholder representative

Title

Date

X

Part II – To be completed by Claimant or Parent / Guardian, if Claimant is a minor

Name of Claimant or Father/Guardian

Social Security number

E-mail address

Name of Mother or Guardian

Social Security number

E-mail address

Street address of Parents or Claimant Guardian

City

State

Zip code

Telephone number

Father or Guardian's insurance company

Mother or Guardian's insurance company

Name and address of Claimant or Father/Guardian's employer, if a minor.

City

State

Zip code

Name and address of Claimant or Mother/Guardian's employer, if a minor.

City

State

Zip code

List all other insurance policies under which Claimant is insured

Policy number

Is the Claimant enrolled in, a member of, or a participant of any of the following as an individual, employee or dependent? If so, please provide a copy of insurance card (front and back).

Preferred Provider Organization (PPO) or similar prepaid health plan?

☐ Yes

☐ No

If Yes, name of PPO or organization

Health Maintenance Organization (HMO) or similar prepaid health plan?

☐ Yes

☐ No

If Yes, name of HMO or organization

If Claimant has health care coverage as a dependent from a previous marriage as mandated in a divorce decree, please provide the following:

Name of Policyholder

Name of insurance company

Policy number

Affidavit

I verify that the statement on other insurance is accurate and complete. I understand that the intentional furnishing of incorrect information via the U.S. Mail may be fraudulent and violate federal laws as well as state laws. I agree that if it is determined at a later date that there are other insurance benefits collectible on this claim I will reimburse the Company to the extent for which the Company would not have been liable.

Authorization to Release Information

I authorize any Health Care Provider, Doctor, Medical Professional, Medical Facility, Insurance Company, Person or Organization to release any information regarding medical, dental, mental, alcohol or drug abuse history, treatment or benefits payable, including disability or employment related information concerning the patient, to any QBE company, its employees, and authorized agents for the purpose of validation and determining benefits payable. I further authorize any QBE company to furnish the Policyholder or its agents, any and all information with respect to my insurance claim for the purpose of assisting with claims adjudication. This data may be extracted for audit or statistical purposes. I understand that I have the right to revoke this authorization in writing at any time and that such a revocation is not effective to the extent that such authorization has already been relied upon.

Payment Authorization

I authorize all current and future medical benefits, for services rendered and billed as a result of this claim, to be made payable to the physicians and providers indicated on the invoices, unless paid receipts accompany this form.

Signature (Parent or guardian, if the claimant is a minor)

Date

California and Texas residents	Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Colorado residents	It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
District of Columbia residents	WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
Florida residents	Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.
New York residents	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.
Tennessee residents	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Virginia residents	Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive statement may have violated state law.



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RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

DIRECTORS & OFFICERS LIABILITY POLICY DECLARATIONS

- Item 1. Named Member: Brewery Arts Center
 Address: 449 W King St.
 Carson City, NV 89703
- Item 2. Policy Number: 2022-62752-DO
 Policy Period: 01/08/2022 to 01/08/2023
 (12:01 A.M. Standard time at the address stated in Item 1.)
- Item 3. Limit of Liability: \$ 1,000,000 Each Wrongful Act
 \$ 1,000,000 Annual Aggregate
- Item 4. Deductible: N/A
- Item 5. Premium: \$ 1,113
 (premium does not include Terrorism Coverage - Certified Acts)
- Item 6. Applicable policy form(s) and Endorsement(s) effective at inception:
- | | | | | |
|----------------------|----------------------|----------------------|-----------------------|---------------------|
| ANI-E003 DO 08 20, | ANI-E069 DO 02 19, | ANI-E180 DO 01 21, | ANI-E258 DO 08 21, | ANI-E282 DO 12 21, |
| ANI-RRG EDO13 08 17, | ANI-RRG-DODEC 04 01, | ANI-RRG-DOET 02 17, | ANI-RRG-E42 DO 09 19, | ANI-RRG-E58 02 12, |
| ANI-RRG-EDO1 08 91, | ANI-RRG-EDO17 05 20, | ANI-RRG-EDO34 01 02, | ANI-RRG-EDO4 03 94, | ANI-RRG-EDO7 02 11, |
| CG 21 73 01 15 | | | | |

Producer: 01036
 All-Cal Insurance Agency
 505 Vernon St.
 Roseville, CA 95678

"NOTICE"

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - DODEC

Authorized Company Representative
President, ANI-RRG

12/06/2021



**ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)**
www.insurancefor nonprofits.org

DATE: December 06, 2021
TO: Brewery Arts Center (62752)
FR: ANI
RE: Avoiding Wrongful Termination Lawsuits

You have recently renewed Directors and Officers coverage with the Alliance of Nonprofits for Insurance, Risk Retention Group (ANI). Employee-related lawsuits are the most common claim filed against nonprofit D&O insurance policies. Many of these lawsuits can be avoided by obtaining good advice before you terminate an employee. To assist you, ANI provides FREE pre-termination consultations. Just contact our Employment Risk Managers at 800-359-6422 and they will assist you to ensure that you take the appropriate actions to protect your organization.

Another service that ANI provides to D&O policyholders is a highly subsidized subscription to the Thompson Handbook Builder. Annual subscription cost is \$99 (\$300 savings).

You may find these additional facts about employment-related matters of interest:

- Well over 90% of the claims made against directors and officers of 501(c)(3) nonprofits are employment related. These commonly involve allegations of wrongful terminations, discrimination, or harassment.
- The primary reason nonprofits find themselves in employment-related lawsuits is failing to follow, to the letter, personnel policies which are in compliance with law. In particular, if your personnel policies provide for any special considerations before terminations, such as grievance, probationary period, or written or verbal warnings, and you do not follow these policies to the letter, but instead fire immediately in anger, chances are good that you could find yourself in a lawsuit.
- During our review of personnel policies of those nonprofits with D&O coverage, we most commonly find policies out-of-compliance with current law regarding pregnancy leave, provision for payment of overtime, and applicable classes protected from discrimination such as sexual orientation, political affiliation, veteran status and others.

For everyone's benefit we hope your organization does not find itself in a difficult termination situation. However, if you do, please do not hesitate to contact our Employment Risk Managers before you take action so that together we can help minimize your exposure to expensive and time-consuming lawsuits.

P.S. A knowledgeable, committed board of directors is the strongest protector of a charitable organization's accountability to the law, its clients, its donors and the public. Are you looking for a communications and information management solution for your board of directors? BOARDnetWORK was created by ANI for its members. This FREE easy to use, web-based resource will help streamline the process of keeping your board organized and running smoothly.

View short demo at www.boardnetwork.org. For more information, call our Director of Loss Control at 831-621-6075

INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-62752-DO

NAME OF INSURED: Brewery Arts Center

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Fiscal Sponsor Limitation	ANI-E069 DO 02 19
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Exclusion of Certified Acts of Terrorism	CG 21 73 01 15

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING CONDITION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM - EXCLUDES EMPLOYMENT
PRACTICES LIABILITY

Condition L. Other Insurance, Section 2 is replaced in its entirety by the following:

2. a. Subject to section b. below, no coverage shall be afforded by this policy if coverage for the "Claim", "Claims" or suit is afforded under any other policy issued by us to the "Organization".
- b. If two or more Directors and Officers Liability Coverage Forms written by us apply to a "Claim", "Claims" or suits for "Damages" resulting from a "Wrongful Act", it is our intent that the policies do not provide any duplication or overlap of coverage for the same "Claim", "Claims" or suit; and the combined maximum Limit of Liability under all such policies shall not exceed the highest applicable Limit of Liability under any one policy identified within the Declarations Page, regardless of the number of "Members", claimants, "Claims" or suits.

Any "Claim" or suit which includes multiple claimants and/or plaintiffs and which arises out of a series of continuous or interrelated "Wrongful Acts" will be considered as arising out of one "Wrongful Act", which is deemed to have been committed on the date of the first such "Wrongful Act", without regard to the status of the respective claimant, claimants, plaintiff and/or plaintiffs at the time of that "Wrongful Act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — BLOOD TESTING

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

This insurance does not apply to "wrongful acts" or "personal injury" arising out of:

1. The rendering or failure to render services in connection with the making of a blood donation or drawing of blood or testing of blood;
2. An error, omission, defect or deficiency in any test performed or an evaluation, a consultation or advice given by or on behalf of any insured; or
3. The reporting of or reliance upon any such test, evaluation, consultation or advice;
4. Any blood product handled, transported, or distributed by you, or reliance upon any representation or warranty made at any time with respect to blood products;
5. The liability of any insured for acts or omissions of a doctor of medicine, technician, phlebotomist, or nurse with respect to any item listed in 1. through 4. above; or
6. The liability of any insured for the negligent hiring and/or supervision of any employee, volunteer, independent contractor, or agent of the insured with respect to any item listed in 1. through 4. above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE - EXCLUSION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

This insurance does not apply to, and we shall have no duty to defend, any "claim" or "claims" arising out of:

1. The actual or alleged transmission of a "communicable disease"; and/or
2. An act, error or omission by or on behalf of any "Member" in:
 - a. The supervision, hiring, employment, training or monitoring of any person who transmits, is infected with, and/or alleged to be infected with a "communicable disease"; and/or
 - b. Testing for a "communicable disease"; and/or
 - c. The actual or alleged failure to prevent the spread of a "communicable disease"; and/or
 - d. The actual or alleged failure to report a "communicable disease" to the authorities, including but not limited to the reporting or failure to report any person who is infected with or is alleged to be infected with a "communicable disease", and/or any place where there is or is alleged to be a presence or spread of a "communicable disease".

"Communicable Disease" as used in this endorsement shall mean any contagious disease, illness or syndrome which is or has been transmitted to a person or place by bacteria, virus, fungi, protozoa, a toxic agent or any combination of these.

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT - EXCLUSION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to, and we shall have no duty to defend, any "claim" or suit for "damages" arising out of the:

1. Unauthorized access to or use of any "computer or computer system";
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any "computer or computer system" and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any "computer or computer system" or otherwise disrupt its normal functioning or operation;
3. Denial of service attack which disrupts, prevents or restricts access to or use of any "computer or computer system", or otherwise disrupts the normal functioning or operation of a "computer or computer system"; or
4. Publication, in any manner, of material which is caused, directly or indirectly, by the unauthorized access to or use of any "computer or computer system".

For purposes of this endorsement "computer or computer system" is defined to mean: "an individual device or set of integrated devices that input, output, process and store data and information utilizing programmable electronic products designed to accept data, perform prescribed operations and display the results of those operations, including but not limited to mainframes, desktop and laptop computers, tablets and smart phones."

All other terms and conditions of the Coverage Form to which this endorsement is attached remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



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FISCAL SPONSOR LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to "damages" arising out of a Member's status as a "fiscal sponsor" until:

- a. The first Named Member in the Declarations page enters into a "fiscal sponsor agreement" arising out of or in connection with the First Named Member's status as a "fiscal sponsor" for that person, entity or organization; and
- b. The first Named Member in the Declarations page provides any underwriting information and pays any additional premium required by the Company.

This insurance does not apply to "damages" that occur before the first Named Member in the Declarations page to this policy enters into the "fiscal sponsor agreement" which is applicable to the claim or "suit" in which the "damages" are asserted.

If there is other insurance available to any party pursuant to a "fiscal sponsor agreement" for "damages" which are covered by this endorsement, including but not limited to a duty to defend the first Member identified in the Declarations by that other insurance, the coverage provided by this endorsement is excess to that other insurance.

"Fiscal sponsor" is defined to mean the status of first Named Member in the Declarations page to this policy as the entity or organization which offers its legal and tax-exempt status to another person, entity or organization pursuant to a "fiscal sponsor agreement"; who participates in the operations of that person, entity or organization by receiving assets and incurring liabilities for the mutual benefit of pursuing charitable goals; and in consideration for the benefit of that person, entity or organization has assumed responsibility to manage programs, events, revenue, grants, contributions, contracts and/or insurance programs.

"Fiscal sponsor agreement" is defined as a written contract or agreement by the first Named Member in the Declarations page to this policy with a person, entity and/or organization in which the first Named Member agrees to serve as a "fiscal sponsor" for such person, entity or organization.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IMPROPER SEXUAL CONDUCT AND SEXUAL HARASSMENT

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

Exclusion Q within **5. EXCLUSIONS** of the Directors and Officers Liability Policy is removed and replaced with the following:

- Q. "Claim" or "Claims", regardless of legal form or theory, which arises from or is in any way related to "improper sexual conduct", whether actual or threatened. This exclusion shall not apply to any "Claim" or "Claims" of "sexual harassment" brought by an employee of the "Organization", or a past or present volunteer of the "Organization" or a past or present business invitee, solely in his or her capacity as such.

The following definitions are included within **4. DEFINITIONS**.

- L. "Improper sexual conduct" means actual, attempted or alleged unlawful sexual conduct by one person or two or more persons acting in concert as prohibited by federal or state law, including but not limited to sexual abuse, sexual molestation, sexual assault, sexual battery, sexual exploitation or sexual injury.
- M. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or verbal, visual or physical conduct of a sexual nature when such conduct:
- a. is linked implicitly or explicitly with a decision affecting the employment of the past or present employee, the volunteer status of the past or present volunteer or the business invitee status of the past or present business invitee of the insured;
 - b. interferes with the job performance of an employee, volunteer or business invitee of the insured, or
 - c. creates an intimidating, hostile or offensive working environment for an employee, volunteer or business invitee of the insured.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

The following is added to the conditions section:

If we revise this coverage form or its endorsements during this policy period to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective.



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MEMBER CRITERIA

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

A named insured of the Alliance of Nonprofits for Insurance (ANI) must meet at least the following criteria:

1. is organized chiefly to provide charitable, religious, educational, or scientific services, but does not include a hospital;
2. is an organization described in section 501(c)(3) of the Internal Revenue Code and exempt from tax under section 501(a), or any corresponding sections of any future federal tax code. Any member which receives a final determination that it no longer qualifies as an organization described in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future tax code, shall immediately notify the corporation of such determination and the effective date of such determination.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD, FUNGUS OR MICROBIAL CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

It is agreed that this policy does not apply to any claim, suit or cause of action for damages resulting from a "Wrongful Act" which damages arise out of or are contributed to by mold, fungus, or "microbial contamination." This exclusion applies to, but is not limited to, any loss, cost or expense arising out of any:

- a. Request, demand or order that any "Member" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of mold, fungus or "microbial contamination"; or
- b. Claim or suit by or on behalf of a governmental agency or entity for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of mold, fungus or "microbial contamination."

We shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or suit excluded under any provision set forth above.

"Microbial contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Penicillium*, *Aspergillus*, or *Stachybotrys chartarum*.



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NUCLEAR, CHEMICAL AND BIOLOGICAL HAZARD EXCLUSION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY POLICY

This insurance does not apply to any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with the use or release, or threat thereof, of any nuclear weapon or device or chemical or biological agent, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-IMPUTATION ENDORSEMENT

This endorsement modifies coverage provided under the following:

DIRECTORS & OFFICERS LIABILITY POLICY (INCLUDES EMPLOYMENT PRACTICES LIABILITY)

With respect to the Exclusions J, N and O in subsection (5.) Exclusions, no fact pertaining to or knowledge possessed by any Member shall be imputed to any other Member to determine if coverage is available.

**ALLIANCE OF NONPROFITS FOR INSURANCE, RRG (ANI)
NONPROFIT ORGANIZATION
DIRECTORS AND OFFICERS LIABILITY POLICY
(INCLUDES EMPLOYMENT PRACTICES LIABILITY)**

In consideration of the payment of the premium, and in reliance upon the statements made to the Alliance of Nonprofits for Insurance, (herein called the Company) by application forming a part hereof and its attachments and the material incorporated therein, the Company agrees as follows:

1. INSURING AGREEMENT

This policy shall, subject to the limit of liability set forth in Item 3 of the Declarations, pay on behalf of the "Member" all sums which the "Member" shall become legally obligated to pay as "Damages" for "Claims" resulting from any "Wrongful Act" of the "Member" or of any other person for whose "Wrongful Act" the "Member" is legally responsible, but only if such "Wrongful Act" is committed during the policy period.

2. EXTENSIONS

A. Estates & Legal Representatives

Subject otherwise to all the terms and conditions of this policy, coverage hereunder shall extend to "Claims" for the "Wrongful Acts" of the "Members" who are deceased or against the estates, heirs or legal representatives of such "Members".

B. Existing Subsidiaries

To be covered under the terms and conditions of this policy, "Subsidiaries" existing at the time of policy inception must be designated in Item 1 of the Declarations.

C. Newly Created or Acquired Subsidiaries

1. If any "Subsidiary" which qualifies as a tax-exempt organization under the provision of Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall be included under the terms and conditions of this policy subject to:
 - a. the giving of written notice of such creation or acquisition to the Company as soon as practicable, but in no event more than 120 days following such creation or acquisition, and
 - b. the giving of any underwriting information and the payment of any additional premium required by the Company.
2. If any "Subsidiary" which does not qualify as a tax-exempt organization under the provisions of the Internal Revenue Code section 501(c)(3) is created or acquired by the "Member" after the inception of this policy, such "Subsidiary" shall not be included under the terms and conditions of this policy until the "Member" has:
 - a. given written notice of such creation or acquisition together with any underwriting information which may be required; and
 - b. received written approval from the Company and paid any additional premium required.

D. Consolidation or Merger

In the event that the "Member" is acquired by merger, or consolidates with, or is merged into or acquired by any other organization after the inception of this policy, immediate written notice thereof shall be given to the Company together with such information as the Company may require. The "Member" shall pay any additional premium required by the Company.

3. DUTY TO DEFEND

"Defense Costs" are in addition to the applicable Limits of Liability set forth in Item 3 of the Declarations, and the payment by the Company of "Defense Costs" does not reduce such applicable Limits of Liability.

The Company shall have the right and duty to defend any "Claim" against the "Member" arising from a "Wrongful Act", subject to the terms and provisions of this policy. Our right and duty to defend end when we have used up the applicable limit of liability in the payment of settlements and judgments. We may at our discretion investigate any allegation of a "Wrongful Act" and settle any "Claim" that may result. The "Member" shall give the Company such information and cooperation as it may reasonably require.

The "Member" shall not admit liability for nor settle any "Claim" or suit or incur any "Defense Costs" without the Company's prior written consent. The Company shall not be liable hereunder with respect to any settlements or "Defense Costs" to which it has not consented in writing prior to any settlement or incurring such "Defense Costs".

4. DEFINITIONS

- A. "Administration" means giving information to employees about an "Employee Benefit Program," interpreting an "Employee Benefit Program," and handling of records or enrolling of employees in an "Employee Benefit Program."
- B. "Bodily Injury" means bodily injury, sickness, disease or death including emotional distress or mental anguish sustained by a person.
- C. "Claim" or "Claims" means any demand or any judicial or administrative suit or proceeding against any "Member", including any appeal therefrom, which seeks monetary "Damages". It is understood that:
 - 1. The "Claim" or "Claims" must result from a "Wrongful Act" that is committed during the policy period.
 - 2. Multiple demands, suits or proceedings arising out of the same "Wrongful Act" shall be deemed to be a single "Claim".
- D. "Damages" means a monetary judgment, including claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law. "Damages" does not include taxes and matters deemed uninsurable.
- E. "Defense Costs" means reasonable and necessary fees, costs and expenses (including premiums for any appeal bond, attachment bond or similar bond, but without any obligation to apply for or furnish any such bond), incurred by the Company or by the "Member" with the prior written consent of the Company, and resulting solely from the investigation, adjustment, defense and appeal of any "Claim" against the "Member", but excluding salaries of any "Member" and excluding loss of earnings by any "Member." "Defense Costs do not include claimant's attorney fees or expert witness fees awarded pursuant to a contract, a statute or law."
- F. "Employee Benefit Program" means:
 - 1. group life insurance, group accident or health insurance, investment or savings

plan, pension plan;

2. unemployment insurance, social security, workers' compensation, disability benefit; and
3. any other similar plan.

G. "Member" means the "Organization" and any natural person who was, is, or becomes duly elected as a director or trustee, or duly elected or appointed officer, employee, committee member, volunteer, intern or student-in-training of the "Organization", solely in his or her capacities as such. "Member" also means the spouse of a director, trustee, officer, employee, committee member, volunteer, intern or student-in-training for a claim arising solely out of his or her status as the spouse of a member: provided, however, that no coverage shall be afforded for any claim based on the "Wrongful Act" of the spouse.

H. "Organization" means the entity(ies) designated in Item 1 of the Declarations.

I. "Pollutants" is any substance identified on a list of hazardous substances issued by the United States Environmental Protection Agency or a state, county, municipality or locality counterpart thereof. Such lists shall include but are not limited to solids, liquids, gaseous or thermal irritants or contaminants, infectious or otherwise including smoke, vapor, soot, acid rain, fumes, acids, alkalis, chemicals and waste. Waste includes (but is not limited to) material to be recycled, reconditioned or reclaimed. "Pollutants" shall also mean any unlisted substance exhibiting characteristics of ignitability, corrosivity, reactivity or toxicity to a degree which would cause it to be so listed if the subject were to be addressed by the Environmental Protection Agency or state, county, municipality or locality counterpart thereof.

J. "Subsidiary" means any entity more than 50% owned by the "Organization", or more than 50% owned by one or more of the "Subsidiaries".

K. "Wrongful Act" means any breach of duty, error, neglect, omission or act committed during the policy period and solely in the course of the activities of the "Organization", including but not limited to:

1. false arrest, wrongful detention or imprisonment, or malicious prosecution;
2. libel, slander, defamation of character, or invasion of privacy;
3. wrongful entry, eviction or other invasion of the right of privacy;
4. infringement of copyright or trademark or unauthorized use of title;
5. plagiarism or misappropriation of ideas;
6. "Claim" or "Claims", arising from employment practices relating to a past, present or prospective employee of the "Organization", including, but not limited to, any actual or alleged wrongful termination, either actual or constructive; wrongful failure to employ or promote; wrongful discipline; alleged sexual harassment arising out of the employment relationship; alleged unlawful discrimination as defined by Title VII and/or the Unruh Civil Rights Act, or similar state law, whether direct, indirect, intentional or unintentional; or a failure to provide adequate employee policies and procedures.
7. "Claims" of sexual harassment brought by past or present volunteers of the "Organization," solely in their capacity as such;
8. Breach of responsibilities, obligations or duties imposed on a fiduciary. However, any actual or alleged violation of the responsibilities, obligations or duties imposed upon fiduciaries by

the Employee Retirement Income Security Act of 1974, amendments thereto or any similar provisions of Federal, State or local statutory law or common law are subject to a \$250,000 sublimit. This sublimit includes loss and expense combined.

9. "Claims" of harassment, sexual or otherwise, or discrimination, brought by a third party business invitee of the "Organization."

All "Damages" for "Claims" resulting from the same "Wrongful Act" or a series of continuous or interrelated "Wrongful Acts" will be considered as arising out of one "Wrongful Act" which shall be deemed to have been committed on the date of the first such "Wrongful Act".

5. EXCLUSIONS

This policy does not apply to any:

- A. "Claim" or "Claims" where all or part of such "Claim" or "Claims" is, directly or indirectly, based upon, attributable to, arising out of, resulting from or in any manner related to, or in consequence of:
 - 1. the actual, alleged or threatened discharge, dispersal, release or escape of "Pollutants", or
 - 2. any "Claim" or expense arising out of any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "Pollutants", or arising out of the "Member's" voluntary decision to do so.
- B. "Claim" or "Claims" arising out of, based upon, attributable to, or in any way involving, directly or indirectly, any actual or alleged "Bodily Injury," sickness, disease or death of any person or damage to or destruction of any tangible property, including the loss of use thereof;
- C. actual or alleged act, error or omission in the "Administration" of any "Employee Benefit Program;"
- D. actual or alleged liability of others assumed by the "Member" under any contract or agreement, expressed or implied, written or oral;
- E. liability for payment, other than "Defense Costs", in connection with any "Claim" or "Claims" made against any "Member" which may arise from an actual or alleged breach of contractual obligation of the "Member" and are made by a party to or third party beneficiary of the contract or agreement which gives rise to such obligation. As afforded under this provision, coverage for "Defense Costs" arising out of an alleged breach of contract or "Claim" or "Claims" seeking monetary "Damages" pursuant to statute, are subject to per contract and annual aggregate limits of \$250,000. This exclusion shall not apply to any "Claim" or "Claims" based upon any actual or alleged contract of employment, except for a "Claim" or "Claims" seeking monetary "Damages" pursuant to statute;
- F. fines, penalties, sanctions, punitive or exemplary "Damages", the multiplied portion of multiplied "Damages", taxes, insurance plan benefits, accommodation costs, wage and hour laws amounts, future wages, non-pecuniary relief or liability arising from matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed;
- G. actual or alleged act or omission by the directors, trustees, officers, employees, committee members or volunteers in their capacities or by reason of their status as directors, trustees, officers, employees, committee members or volunteers of any entity other than the "Organization";
- H. actual or alleged "Wrongful Act" that is committed prior to or after the policy period;
- I. costs of providing reasonable accommodation under the Americans with Disabilities Act or similar federal, state or local laws, including but not limited to, construction or modification of facilities;
- J. "Claim" or "Claims" based upon or attributable to any "Member" having gained any personal profit or

advantage to which he or she was not legally entitled regardless of whether or not (1) a judgment or other final adjudication adverse to such "Member" establishes that such "Member" in fact gained such personal profit or other advantage to which he was not entitled, or (2) the "Member" has entered into a settlement agreement to repay such unentitled personal profit or advantage;

- K. "Claim" or "Claims" brought about or contributed to by the fraud or dishonesty of any "Member";
- L. "Claim" or "Claims" brought by, maintained by, or on behalf of the "Organization." However, this exclusion shall not apply to "Claim" or "Claims" brought on behalf of the "Organization" by an Attorney General;
- M. "Claim" or "Claims" based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the rendering or failure to render professional services in connection with the "Member's" business as a provider of professional services, including but not limited to:
 - 1. providing medical, surgical, chiropractic, dental, phlebotomy, acupuncture, psychiatric or nursing treatment, diagnosis or services, including the furnishing of food or beverage in connection therewith;
 - 2. furnishing or dispensing drugs or medical, dental or surgical supplies or appliances;
 - 3. providing veterinary services;
 - 4. providing legal services;
 - 5. offering any advice in connection with any of the above.
- N. "Claim" or "Claims" alleging personal injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any "Member";
- O. "Claim" or "Claims" alleging personal injury arising out of a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of any "Member" with knowledge of the falsity thereof;
- P. "Claim" or "Claims" based on, arising out of, directly, or indirectly resulting from the printing of periodicals, advertising matter, or any and all jobs taken by any "Member" to be printed for a third party, when the periodical, advertising matter, or other printing is not a regular part of any "Member's" own publication;
- Q. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to improper sexual conduct, including, but not limited to, sexual abuse or molestation whether actual or threatened;
- R. "Claim" or "Claims", regardless of legal form or theory, which arises from or is any way related to any form of physical abuse, including but not limited to, assault, including assault with a deadly weapon or with force likely to produce bodily injury, battery or unreasonable physical restraint or constraint by anyone of any person;

- S. "Claim" or "Claims", regardless of legal form or theory, which arises out of the failure to report an incident of improper sexual conduct or physical abuse to the proper authorities, or the withholding of pertinent information concerning same from such authorities;
- T. costs of complying with equitable relief, including but not limited to, injunctions, restraining orders or restitution;
- U. liability for payment, other than "Defense Costs," of any "Claim" or "Claims" under federal, state or local wage and hour or similar laws. As afforded under this provision, coverage for "Defense Costs" is subject to an annual aggregate limit of \$250,000.

6. CONDITIONS

A. Representations

It is represented that the particulars and statements contained in the application are true and are the basis of this policy and are to be considered as incorporated in and constituting part of the policy. However, this policy shall not be voided or rescinded and coverage shall not be excluded as a result of any untrue statement in the application, except as to those persons making such statement or persons having knowledge of its untruth.

B. Territory

Coverage shall extend to any "Claim" or "Claims" made anywhere in the world against a "Member" for the "Wrongful Act" of such "Member", wherever committed, attempted or allegedly committed or attempted.

C. Deductible

The company shall only be liable for that amount payable hereunder in settlement or satisfaction of "Claims" or judgments arising from any "Claim" which is in excess of the deductible amount stated in Item 4 of the Declarations. A single deductible shall apply to all amounts payable hereunder arising from all "Claims" alleging the same "Wrongful Act." The deductible will apply to both "Damages" as well as "Defense Costs" and fees.

D. Limits of Liability

The limit is subject to the deductible, and unless otherwise specified elsewhere in this policy, the limit of liability as noted in Item 3 of the Declarations is the most we will pay for the sum of all settlements and judgments under this policy.

E. Cooperation

The "Member" shall cooperate with the Company in any investigation, settlement or defense of a "Claim". The "Member's" cooperation shall include but not be limited to:

1. promptly sending the Company copies of any demands, notices, summonses and legal papers received in connection with a "Claim" or "Claims";
2. authorizing the Company to obtain records and other information;
3. assisting the Company in the enforcement of any right against any person or organization which may be liable to the "Member", and
4. attending hearings, trials, and depositions and securing and giving evidence and obtaining the attendance of witnesses.

F. Notice of Claim and Reporting Provisions

1. If the "Member":

- a. receives written or oral notice from any party that it is the intention of such party to hold the "Member" responsible for a "Wrongful Act"; or
- b. becomes aware of any circumstances which may subsequently give rise to a "Claim" being made against it for a "Wrongful Act";

The "Member" shall give written notice promptly to the Company. The "Claim" must result from a "Wrongful Act" that is committed during the policy period.

2. The "Member" shall, as a condition precedent to its rights under this policy, promptly give the Company written notice of any actual or potential "Claim" and shall give the Company such information and cooperation as it may reasonably require.
3. All correspondence relating to notice of a "Claim" or "Claims" or of circumstances which may result in a "Claim" or "Claims" should be directed to: ANI, P.O. Box 8507, Santa Cruz, CA. 95061.

G. Changes

The terms of this policy shall not be waived or changed, except by written endorsement issued to form a part of this policy.

H. Non-renewal

If the Company decides not to renew this coverage, it will mail or deliver to the first Named Insured written notice of the non-renewal not less than 60 days before the expiration date of the policy. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

I. Cancellation

1. The "Member" may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2. The Company may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if the Company cancels for non-payment of premium; or
 - b. 30 days before the effective date of cancellation if the Company cancels for any other reason.
3. The Company will mail or deliver its notice to the first Named Insured's last mailing address shown in the policy.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, the Company will send the first Named Insured any premium refund determined on a pro rata basis. The cancellation will be effective even if the Company has not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

J. Subrogation

In the event of any payment under this policy, the Company shall be subrogated to the extent of such payment to all the "Member's" rights of recovery therefore, and the "Member" shall execute all papers required and shall do everything that may be necessary to secure such rights including the execution of such documents necessary to enable the Company effectively to bring suit in the name of the "Member".

K. Assignment

This policy and any and all rights hereunder are not assignable without the written consent of the Company.

L. Other Insurance

1. The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the "Member" has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss than that stated on the applicable contribution provision below.

- a. Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such has paid its limit in full or the full amount of the loss is paid.
 - b. Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
2. No coverage shall be afforded by this policy if coverage for the "Claim"(s) is afforded under any other policy issued by the Alliance of Nonprofits for Insurance to the "Member" named in Item 1 of the Declarations.

M. Notice and Authority

It is agreed that the "Organization" first named in Item 1 of the Declarations shall act on behalf of the "Member" and all natural persons afforded coverage under this policy with respect to:

1. the giving and receiving of any return premiums that may become due under this policy;
2. the receipt and acceptance of any endorsements issued to form a part of this policy.

N. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the "Member's" obligation to pay shall have been finally determined either by judgment against the "Member" after actual trial or by written agreement of the "Member", the claimant and the Company.

O. Conformance To Statute

Terms of this policy which are in conflict with any statute are hereby amended to cover only those provisions and coverages as apply and conform to such statutes.

P. Jurisdiction

This policy, to the extent permitted by applicable law, shall be construed in accordance with the law of California.

Q. Arbitration

In consideration of the premium charged, it is hereby understood and agreed that this policy shall be deemed to have been executed in the State of California and any interpretation of the policy relating to the construction, validity and performance of the policy shall be made in accordance with the laws of the State of California.

It is further understood and agreed that all disputes which may arise under or in connection with this policy, including any determination of the amount of loss, shall be submitted to the American Arbitration Association under and in accordance with its then prevailing commercial arbitration rules. Unless otherwise agreed by the parties or ordered by a court of competent jurisdiction, the arbitration will be held in San Francisco, California, U.S.A. The award rendered by the arbitrator(s) shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not apply to any claim or claims;

- A. alleging, arising out of, based upon, attributable to, or in any way involving, directly or indirectly the hazardous properties of nuclear material, including but not limited to:
 - 1. nuclear material located at any nuclear facility owned by, or operated by or on behalf of, the Member or discharged or dispersed therefrom; or
 - 2. nuclear material contained in spent fuel or waste which was or is at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the Member; or
 - 3. the furnishing by the Member of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; or
 - 4. claims for damages to the Member or its Members which alleges, arises from, is based upon, is attributed to or in any way involves, directly or indirectly, the hazardous properties of nuclear material.
- B.
 - 1. which is insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability underwriters or Nuclear Insurance Association of Canada or would be insured under any such policy but for its termination upon exhaustion of its Limit of Liability; or
 - 2. with respect to which (a) any person or Member is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Member or any insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or devices is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located all operations conducted on such site and all-premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in self-supporting chain reaction or to contain a critical mass of fissionable material.



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RISK RETENTION GROUP (ANI)

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COMMERCIAL LINES COMMON POLICY DECLARATIONS

PRODUCER:

All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752

RENEWAL OF NUMBER: 2021-62752

NAME OF INSURED AND MAILING ADDRESS:

Brewery Arts Center
449 W King St.
Carson City, NV 89703

POLICY PERIOD: FROM 01/08/2022 TO 01/08/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THESE PREMIUMS MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE	\$2,770
COMMERCIAL AUTO LIABILITY COVERAGE PART	\$250
IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE COVERAGE PART	\$1,100
SOCIAL SERVICE PROFESSIONAL COVERAGE PART	\$690
COMMERCIAL LIQUOR LIABILITY COVERAGE PART	INCLUDED
TERRORISM COVERAGE (Certified Acts)	Not Covered
TOTAL:	\$4,810

FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:*

ANI-E003 GL 08 20,	ANI-E069 GL 02 19,	ANI-E078 11 20,	ANI-E120 09 19,	ANI-E123 09 19,	ANI-E180 GL 01 21,	ANI-E180 LL 01 21,
ANI-E195 GL 05 21,	ANI-E282 GL 12 21,	ANI-RRG-AL 04 01,	ANI-RRG-E11 GL 09 19,	ANI-RRG-E15 09 20,	ANI-RRG-E22 09 19,	ANI-RRG-E25 12 15,
ANI-RRG-E26 11 17,	ANI-RRG-E28 01 99,	ANI-RRG-E29 12 09,	ANI-RRG-E33 GL 09 19,	ANI-RRG-E34 09 18,	ANI-RRG-E42 GL 09 19,	ANI-RRG-E5 07 15,
ANI-RRG-E56 01 17,	ANI-RRG-E59 02 12,	ANI-RRG-E60 07 12,	ANI-RRG-E61 02 19,	ANI-RRG-E64 10 12,	ANI-RRG-E70 03 19,	ANI-RRG-E72 01 17,
ANI-RRG-E74 03 14,	ANI-RRG-GL 04 01,	ANI-RRG-LL 04 01,	ANI-RRG-NPO-001 05 20,	ANI-RRG-SC 04 01,	ANI-RRG-X1 06 18,	CG 00 01 04 13,
CG 00 33 04 13,	CG 20 10 12 19,	CG 20 11 12 19,	CG 20 12 04 13,	CG 20 18 04 13,	CG 20 20 11 85,	CG 20 21 07 98,
CG 20 26 12 19,	CG 20 34 12 19,	CG 20 37 12 19,	CG 21 09 06 15,	CG 21 35 10 01,	CG 21 47 12 07,	CG 21 73 01 15,
CG 21 96 03 05,	CG 24 07 01 96,	IL 00 17 11 98,	IL 00 21 09 08,	IL 01 15 01 10,	SCHEDULE BA 01 80,	SCHEDULE G 01 80,

SCHEDULE L 01 80

*Omits applicable forms and endorsement if shown in specific coverage part / coverage form declarations.

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI-RRG-CO

BY

Samuel C. R.

(AUTHORIZED REPRESENTATIVE)

12/06/2021



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ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752

RENEWAL OF NUMBER: 2021-62752

NAME OF INSURED AND MAILING ADDRESS:

Brewery Arts Center
449 W King St.
Carson City, NV 89703

POLICY PERIOD:

FROM 01/08/2022 TO 01/08/2023

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION:

Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$3,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$3,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 any one premises
MEDICAL EXPENSE LIMIT	\$20,000 any one person

ADDITIONAL COVERAGES:

PREMIUM

\$3,460

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

12/06/2021

BY

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all
the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for
your risk retention group."

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COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Schedule G

POLICY NUMBER: 2022-62752

Page 1

NAME OF INSURED: Brewery Arts Center

PREMISES CODE/CLASS	*LOC	PREMIUM BASIS	RATE	*ADVANCED PREMIUM
10066/Art Gallery - NFP	1	50,000	1.073	\$54
49185/Theaters - NOC - NFP	1	500	65.471	\$33
49185/Theaters - NOC - NFP	2	500	65.471	\$33

ADDITIONAL COVERAGES

Activities/Field Trips:				
Event #	# of people	Description		
1	2,500	concert series		\$2,400
Increased Aggregate				\$250

*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

12/6/2021

BY

Samuel C. R.

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - SCHEDULE G



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COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Schedule L

POLICY NUMBER: 2022-62752

Page 1

NAME OF INSURED: Brewery Arts Center

PREMISES
LOC/BLDG

DESIGNATED PREMISES
ADDRESS, CITY, STATE, ZIP

ADDITIONAL INSUREDS
AND OTHER INTERESTS

1

449 W King Street
Carson City, NV 89703

2

511 W King Street
Carson City, NV 89703

12/06/2021

BY

(AUTHORIZED REPRESENTATIVE)

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**IMPROPER SEXUAL CONDUCT AND PHYSICAL ABUSE LIABILITY
COVERAGE PART DECLARATIONS**

PRODUCER:

All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752

RENEWAL OF NUMBER: 2021-62752

NAME OF INSURED AND MAILING ADDRESS:

Brewery Arts Center

449 W King St.
Carson City, NV 89703

POLICY PERIOD: FROM 1/8/2022 TO 1/8/2023
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:		PREMIUM
GENERAL AGGREGATE LIMIT	\$500,000	\$1,100
EACH CLAIM LIMIT	\$500,000	

NOTE: The limit of liability available to pay judgements or settlements shall be reduced by amounts incurred for Defense Costs.

TOTAL PREMIUM: \$1,100

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

ANI-E069 ISC 02 19, ANI-E131 ISC 05 20, ANI-E180 ISC 01 21, ANI-E258 ISC 08 21, ANI-RRG-E57 02 12, ANI-RRG-ISCET 05 20

12/6/2021

BY

Panel C. R.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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ANI-RRG-ISC



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RISK RETENTION GROUP (ANI)

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SOCIAL SERVICE PROFESSIONAL COVERAGE FORM DECLARATIONS

PRODUCER:

All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752

RENEWAL OF NUMBER: 2021-62752

NAME OF INSURED AND MAILING ADDRESS:

Brewery Arts Center

449 W King St.
Carson City, NV 89703

POLICY PERIOD: FROM 1/8/2022 TO 1/8/2023
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

		PREMIUM
SOCIAL SERVICE PROFESSIONAL AGGREGATE LIMIT	\$2,000,000	\$690
SOCIAL SERVICE PROFESSIONAL EACH EVENT LIMIT	\$1,000,000	

TOTAL PREMIUM:

\$690

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

ANI-E069 SSP 02 19, ANI-E125 11 19, ANI-E180 SSP 01 21, ANI-E282 SSP 12 21, ANI-RRG-E02 01 17, ANI-RRG-E11 SSP 09 19, ANI-RRG-E32 01 17,
ANI-RRG-E33 SSP 09 19, ANI-RRG-E42 SSP 09 19

COUNTERSIGNED:

BY

Samuel C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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ANI-RRG-SSP



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RISK RETENTION GROUP (ANI)
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COMMERCIAL LIQUOR LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:
All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752
RENEWAL OF NUMBER: 2021-62752

NAME OF INSURED AND MAILING ADDRESS:
Brewery Arts Center

449 W King St.
Carson City, NV 89703

POLICY PERIOD: FROM 1/8/2022 TO 1/8/2023
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT..... \$ 1,000,000
EACH COMMON CAUSE LIMIT..... \$ 1,000,000

PREMIUM:

Included

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:

CG 00 33 04 13

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

12/6/2021

BY

(AUTHORIZED REPRESENTATIVE)

"NOTICE : This Policy is issued by your risk retention group. Your risk retention group may not be subject to all the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

ANI - RRG - LL



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RISK RETENTION GROUP (ANI)**

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COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER:

All-Cal Insurance Agency
505 Vernon St.
Roseville, CA 95678

POLICY NUMBER: 2022-62752-UMB

RENEWAL OF NUMBER: 2021-62752-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Brewery Arts Center
449 W King St.
Carson City, NV 89703

Item 2 POLICY PERIOD:

FROM 1/8/2022 TO 1/8/2023

BUSINESS DESCRIPTION:

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
Brings art to the community through displays, music, and performances.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item 3 **THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:**

\$600

Item 4 **LIMITS OF INSURANCE:**

- | | | |
|------|--|-----------|
| a. | Occurrence / Accident / Injury / Claim Limits (where applicable): | 1,000,000 |
| i) | Each Occurrence - Commercial General Liability and Products-
Completed Operations Liability | |
| ii) | Each Accident - Business Auto Liability | |
| iii) | Each Claim - Employee Benefits Liability | |
| b. | Each Claim - Directors and Officers Liability | Excluded |
| c. | Each Claim - Improper Sexual Conduct and Physical Abuse Liability | Excluded |
| d. | Each Claim - Social Service Professional Liability | Excluded |

Aggregate limits:

- | | | |
|----|--|-----------|
| e. | Commercial General Liability, Business Auto Liability, Products- Completed Operations
Liability, and Employee Benefits Liability Aggregate
(where applicable): | 1,000,000 |
| f. | Directors and Officers Liability Aggregate | Excluded |
| g. | Improper Sexual Conduct and Physical Abuse Liability Aggregate | Excluded |
| h. | Social Service Professional Liability Aggregate | Excluded |

Item 5 **RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE**

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):

ANI-E003 UMB 08 20, ANI-E180 UMB 01 21, ANI-E253 UMB 08 21, ANI-RRG-E42 UMB 09 19, CU 21 33 01 15, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16,
UMB-100 05 21, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and
endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk
retention group may not be subject to all of the insurance laws
and regulations of your State. State insurance insolvency
guaranty funds are not available for your risk retention group."

ANI - RRG - UMB

BY

Samuel C. R.

(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 12/6/2021



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2022-62752-UMB

CONTROL NUMBER: 62752

NAME OF INSURED: Brewery Arts Center

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit \$1,000,000 Uninsured/Underinsured Motorist N/A (Does not include:Terrorism Coverage - Certified Acts)	ANI-RRG 2022-62752	01/08/2022 to 01/08/2023
(B) Commercial General Liability	Each Occurrence Limit \$1,000,000 General Aggregate Limit \$3,000,000 Products/Completed Operations Aggregate Limit \$3,000,000 Personal & Advertising Injury Limit \$1,000,000 Damage to Premises Rented to You N/A (any one premises) (Does not include:Terrorism Coverage - Certified Acts)	ANI 2022-62752	01/08/2022 to 01/08/2023
(C) Social Service Professional Liability	Each Occurrence Limit N/A Aggregate Limit N/A		
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident N/A Bodily Injury by Disease N/A Bodily Injury by Disease N/A	Each Accident Each Employee Policy Limit	
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit N/A General Aggregate Limit N/A		
(F) Directors' And Officers'	Each Wrongful Act Limit N/A Aggregate Limit N/A		
(G) Liquor Liability	Each Common Cause Limit N/A Aggregate Limit N/A		
(H) Employee Benefits Liability	Each Employee N/A Aggregate Limit N/A		



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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2022-62752-UMB

NAME OF INSURED: Brewery Arts Center

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Member Criteria	ANI-E003 UMB 08 20
Communicable Disease - Exclusion	ANI-E180 UMB 01 21
Workers' Compensation - Exclusion	ANI-E253 UMB 08 21
Nuclear, Chemical and Biological Hazard Exclusion	ANI-RRG-E42 UMB 09
Exclusion of Terrorism	CU 21 33 01 15
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Policy	UMB-100 05 21
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

ATTACHMENT 6: LIST OF CURRENT BOARD MEMBERS

Michelle Thomas, President

Seth Fitzgerald, Vice President

Karen Lanz-Feith, Secretary

John McKenna, Treasurer

Chris Slothower

Jonathan Rogers

Sierra Scott

Youth Advisory members (non-voting)

Erich Parker

Deepti Anun

ATTACHMENT 7:
RESUMES OF KEY PERSONNEL

Gina Lopez

gina@breweryarts.org

775.515.2580

Professional Experience

Brewery Arts Center, Carson City, NV

August 2014- present **Executive Director**

Achievements & Responsibilities:

- 6-figure turn around in the first year
- Between \$150k - \$500k national and local grant awards received annually
- Manages, markets and oversees 100 events, concerts, projects and classes each year
- Grant writing, fiscal responsibility and oversight
- Artist coordinator / booking agent / hiring staff
- Liaison to our over 15 partner organizations
- Mission accountability

IGNNK, Inc., Carson City, NV

July 2004- 2015 **Director of Creativity & Special Events**

Achievements & Responsibilities:

- Assisted in the development of an online professional development program
- Handled all aspects of customer service, troubleshooting and technical support
- Oversaw and ran multiple international special events with the goal of building community

ICDA Charter High School, Reno, NV

Aug. 2001-June 2004 **Performing Arts Director**

Achievements & Responsibilities:

- Developed Performing Arts Program
- Recruitment and Retention Strategy for Students
- Manager of Performing Arts Campus
- Curriculum Approval
- Program and show producer
- Grant Writer

Eldorado Hotel Casino, Reno, NV

July 1999-August 2001 **Dir. Of VIP Services and Special Events**

Achievements & Responsibilities:

- Instilled ultimate customer services practices to employees
- Trained several entry level employs up to management positions
- Coordinated multi-million dollar events
- Managed and scheduled VIP Services Department
- Worked with marketing departments to maintain key messaging
- Developed and maintained department budget
- Multi department coordination for property wide special events

Education

University of Phoenix, Reno, NV - Post Graduate work

University of Nevada, Las Vegas, Las Vegas, NV - Bachelor of Arts

Current Volunteer Responsibilities

TEDxCARSONCITY - Lead Organizer & licensee, City of Carson City Redevelopment Citizens Committee Member

Awards

DaVos Scholarship UNLV (1990), Outstanding Graduating Senior UNLV-College of Fine Arts (1994), Nevada Women's Fund: Woman of the Year (1997), Reno Gazette Journal, Best of Education Award (2002), Featured Artist- Artown (2007), Foundation for the Betterment of Carson City-Organization of the Year Award (Let Them Be Kids 2013), Northern Nevada Business Weekly's Top-40 Powerful Women (April 2018)

Michael Wiencek

mikey@brewervarts.org

775.315.3244

Professional Experience

Brewery Arts Center, Carson City, NV

April 2020- present **Director of Operations**

Achievements & Responsibilities:

- Managing staff and volunteers
- Managing campus resources
- Responsible for \$240,000 State Historic Preservation Grant for facility
- Coordination and implementation of concerts and events
- Artist coordinator / booking agent / hiring staff
- Liaison to our over 15 partner organizations
- Mission accountability

Comstock Propane, Carson City, NV

2012- 2020 **Commercial Tanker Driver/Service Technician**

Achievements & Responsibilities:

- Certified through State of Nevada LP Gas board
- Coordination of deliveries across Northern Nevada

Naturally Beautiful Gardens, Carson Valley, NV

2007-2012 **Project Foreman**

Achievements & Responsibilities:

- Manage staff and laborers on custom landscape projects
- Responsible for direct customer relations
- Executed custom landscape designs from blueprint to completion

Nationwide Communications and CBS Broadcasting, Seattle, WA & Portland, OR

1994-2000 **Promotions Administrator**

Achievements & Responsibilities:

- Managed promotion department staff and interns
- Created and carried out sales promotions and special events
- Onsite talent at promotional events, concerts, parties and large public events
- On air talent and producer of specialty shows

Education

Mt. Hood Community College 1996-1998

Associates degree program, media broadcasting

Current Volunteer Responsibilities

Brewery Arts Center, Board of Directors 2014-2020, Proscenium Players, Board of Directors 2014-2017, Sassabration Organizing Committee 2015- present, Christmas in April, Seattle Washington (annually)

Awards

2019 Carson City Mayor's Art Award Winner – Service to the Arts

ATTACHMENT 8: LONG-TERM PLAN

The Brewery Arts Center Board of Directors and staff established this five-year plan in January 2017 and updated it annually. Nearly everything in the plan has been completed and if it wasn't complete, it is intentional because the BAC moved in a different direction. In fall 2021, the BAC conducted an arts assessment survey to use as a tool to create the five-year plan for 2022 until 2027 which it is currently in the process of establishing. The survey had 350 responses to consider.

Priorities And Goals of the BAC 2016-2021

The Brewery Arts Center (BAC) is a regional arts organization that provides cultural experiences to people from cradle to grave. Over the next five years, the BAC establish itself as the premier, regionally significant arts organization within a 50-mile radius of Carson City.

Assessment of Needs:

The BAC will be the regional arts organization that provides:

- supplementary arts programs in the schools; - CURRENTLY IN 3 SCHOOLS
- space to celebrate diversity and culture; DIVERSITY IN PROGRAMMING (LEVITT)
- an artsy hang out space;- OUTDOOR PLACEMAKING WITH 2 BLOCK CAMPUS
- inspiration, education, and place-building. HARMONY PARK, TEDX, LEVITT AMP-PLACEMAKING, ARTISAN GALLERY WITH TRAVELING EXHIBITIONS

Goals to Meet Needs:

In order to meet the needs of the population in the 50-mile radius area, the BAC will develop programming in (1) Music; (2) the Performing Arts (3) Film; (4) Visual art (5) Classes; (6) Kids; and (7) Rentals.

The following will be explored and developed in each area:

Music

- Chamber Concert – PARTNERSHIP WITH TOCOTTA TAHOE SYMPHONY ORCHESTRA
- Latino Music Series- PART OF LEVITT
- Pursue Block Booking Opportunities- WITH RENO AND LEVITT LOS ANGELES
- Monthly Open Mic Night-YOUTH ADVISORY BOARD IS COORDINATING
- Alt Rock and Electronic Music
- Free Concerts - LEVITT

Performing Arts

- The BAC will be the alternative venue for Performing Arts groups- FOUR GROUPS CURRENTLY
- The BAC will commit to offering edgier topics and Indy performances-AMERICAN SON

Film

- The BAC will offer Film and Director Nights-**FILM COMPETITION**
- The BAC will be the prime venue for the international film festival
- The BAC will Collaborate with film makers to put on workshops-**SCREENWRITER WORKSHOP**
- The BAC will continue to provide space for the Classic Cinema Club
- The BAC will sponsor or host Quarterly or Seasonal Film Festivals

Classes- **ALL COMPLETE**

- The BAC will continue and expand Arts in the Park to include more days and more locations
- The BAC will increase evening and weekend classes
- The BAC will increase participation in new classes
- The BAC will introduce Cooking Classes (Healthy cooking, Chocolates)-**Shelved**
- The BAC will partner with the Farmers Market and Carson-Tahoe Hospital
- In five years, the BAC will be the premier place for Arts Education

Kids- **ALL COMPLETE**

- The BAC will offer more After School Programming
- The BAC will offer Summer Classes
- The BAC will continue and expand Art in the Park
- The BAC will offer free entrance to children 12 and under when with a paid adult
- The BAC will educate parents and children about etiquette at public performances

Rentals

- The BAC will maximize rentals during holidays
- The BAC will focus on rentals for Memorials and Wedding receptions- **WILL NO LONGER DO WEDDINGS**
- The BAC will grow Rental Revenue by 25 percent each year
- The BAC will enforce a four hour limit on events

Checklist and Timeline of BAC Capital Expense Items

<u>IMMEDIATE</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>	<u>2 OR 3 YEARS</u>	<u>FIVE YEARS</u>
Seal Black Box Roof Complete	Paint, Clean, Organize the green room in PH and clean carpet \$500/ Completed	Replace curtains in the PH \$1000	Paint inside of the PH \$8,000/Complete	Combine the Campus across Minnesota St. Complete
Hire employee to manage the artisan store; increase BAC commission. Complete	Replace the Roof on the PH \$100,000/Complete	Acoustic modification in the PH \$5000	Full LED light array and integrated controls in PH \$30,000/Complete	Replace wooden floors in BB if necessary Pending
Replace light fixtures in Orange Lobby Use equipment on site	Campus wide energy assessment \$0/NV Energy COMPLETE	Clean theater Seats in the PH AND replace broken ones \$4500	ADA ramp and load in for PH back load in \$10,000	General Maintenance in Office (Ceiling Tiles, Lights, Computers, Furniture) \$15,000/Complete
Redesign and reprint of Membership Brochures & membership benefits Complete	Replace missing bricks in steps PH \$100/Complete	Improve PH lobby lights and install dance floor \$2500/Complete	Paint trim and PH steeple \$25,000 /Complete	Replace windows on the Brewery Building for energy efficiency \$20,000
Upgrade art room with new easels tables, paint, ect. COMPLETE	Improve lighting on campus grounds and buildings \$2000/Complete	Fix broken windows in PH \$61000/Complete	Replace curtains in the Ball Room \$1500	Permanent Amphitheater shell and storage \$2.5 Million
Remodel and improve the economic viability of Artisan COMPLETE	Better trash cans throughout campus \$2500	Improve campus-wide signage \$1200	Refurbish the remaining bricks on the Brewery Building \$300,000 Pending	
	More and stronger electrical outlets pottery room Complete	Creation of a street mural on campus Shelved	Refurbish the Brewers Mural \$2000/Complete	
	Replace carpet in the dry classroom Complete	Replace chairs in the Black Box \$7500		
	New cabinets in the art room \$500/Complete	Purchase proper theatrical curtains for the BB In Progress		

	Combine and Improve Green Room in the Black Box \$1000/Complete	Improve handicap access into the BB COMPLETE		
	Improve hallway entrance from Artisan Store to Black Box Complete	Paint mural on west wall of Annex Building Complete		
	Purchase wireless mics COMPLETE	Landscape south side of Annex Building & Front of mural \$550/Complete		
	Add Cooking classes to the class offerings Shelved	New sound system in Performance Hall \$20000/Complete		
<u>IMMEDIATE</u>	<u>SIX MONTHS</u>	<u>ONE YEAR</u>	<u>2 OR 3 YEARS</u>	<u>FIVE YEARS</u>
	Change locks and handles on Artisan Store Complete	Expand Arts in the Park to include the Bridge Church food service for the needy Shelved		
	Re-paint the south side of Annex Building \$500/Complete	Grand drape in Performance Hall \$5600		
	Hand rail on steps to back entrance/exit in Annex Building Complete	Cable ramps \$3000/Complete		
	Cut split tree by the fire pit Complete	Artistic bike racks \$4000/Complete		
	Repair water boxes on both sides of Annex Building \$250/Complete	Trusses for lighting fixtures in Performance hall \$5500/In progress		
	Get signage downtown Complete			
	Purchase 2 sound monitors for Campus Sound System COMPLETE			

Annual Fundraisers:

- Levitt AMP Carson City
- Evening with the Divas
- End of year letter campaign

Key relationships:

- CT Hospital
- WNC
- CCSD
- NNDA
- Carson City Govt.
- Visit Carson City
- The Change Companies

ATTACHMENT 9:
BREWERY ARTS CENTER ACTIVITIES
July 1, 2020-June 30, 2021 (non-typical year)

BAC Events and Classes:

July 4-Flatbed Truck Concert
July 11-Flatbed Truck Concert
July 8- Drive in movie
July 15- Drive in movie
July 18-Flatbed Truck Concert
July 22- Drive in movie
July 25-Flatbed Truck Concert
July 29- Drive in movie
Aug 1-Flatbed Truck Concert
Aug 5- Drive in movie
Aug 6-8- Western Nevada Performing Arts Recital viewing drive in
Aug 8-Flatbed Truck Concert
Aug 12- Drive in movie
Aug 15-Flatbed Truck Concert
Aug 17-21- Lifetime movie filming "Once Upon a Mainstreet"
Aug 22-Flatbed Truck Concert
Aug 22-23- Art Show
Aug 29-Flatbed Truck Concert
Sept 5-Flatbed Truck Concert
Sept 12-Flatbed Truck Concert
Sept 19-Flatbed Truck Concert
Sept 25-Flatbed Truck Concert
Dec 20- Phil Klein's Unsilent Night
Feb 27-Flatbed Truck Concert
March 13-Flatbed Truck Concert
March 27-Flatbed Truck Concert
June 11-12- Theatrical production "Songs for a New World"
June 19- Flatbed Truck Concert
June 26- Flatbed Truck Concert

Planned events for 2022

Jan. 7 – Imagination Syndicate Improv show- The Maizie Theater, 7pm
Jan. 15- BRRRoque Masters- TOCCATA-Tahoe Symphony Orchestra and Chorus, Performance Hall, 7pm
Feb. 4- Imagination Syndicate Improv show- The Maizie Theater, 7pm
Feb. 12- Musicale@theMaize, Singer/Songwriter series, The Maizie Theater, 7pm

Feb. 19 – Snoopy & the Red Baron, Grand Opening – Traveling art exhibition on loan from the Charles M. Schulz museum

Exhibition will be in the Artisan Gallery from Feb. 19-May 15

Feb. 25-27 American Son presented by Nevada Arts Council
Performance Hall

March 4- Imagination Syndicate Improv show- Performance Hall, 7pm

March 26- Musicale@theMaize, Singer/Songwriter series, The Maizie Theater, 7pm

April 1- Imagination Syndicate Improv show- The Maizie Theater, 7pm

April 16- Musicale@theMaize, Singer/Songwriter series, The Maizie Theater, 7pm
Featuring Eric Henry Andersen & Whitney Myer

April 23- Brew, Brats & Ballet presented by Sierra Nevada Ballet, The Maizie Theater, 7pm

May 6- Imagination Syndicate Improv show- The Maizie Theater, 7pm

May 28- Musicale@theMaize, Singer/Songwriter series, The Maizie Theater, 7pm

June 3- Imagination Syndicate Improv show- The Maizie Theater, 7pm

June 25- Levitt AMP Carson City free summer concert series- The Change Companies Stage,
7pm

July 1- Imagination Syndicate Improv show- Performance Hall, 7pm

July 2 - Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

July 9 - Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

July 16- Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

July 23- Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

July 30- Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

Aug. 5- Imagination Syndicate Improv show- Performance Hall, 7pm

Aug. 6- Levitt AMP Carson City free summer concert series- The Change Companies Stage, 7pm

Aug. 13- Levitt AMP Carson City free summer concert series- The Change Companies Stage,
7pm

Aug. 20- Levitt AMP Carson City free summer concert series- The Change Companies Stage,
7pm

Aug. 27- Levitt AMP Carson City free summer concert series- The Change Companies Stage,
7pm

Sept. 2- Imagination Syndicate Improv show- The Maizie Theater, 7pm

Oct. 7- Imagination Syndicate Improv show- The Maizie Theater, 7pm

Nov. 4- Imagination Syndicate Improv show- The Maizie Theater, 7pm

Dec. 2- Imagination Syndicate Improv show- The Maizie Theater, 7pm

Dec. 18- Unsilent Night- BAC Campus, 5pm

ATTACHMENT 10:
BREWERY ARTS CENTER 2018 AUDIT

**Brewery Arts Center
Financial Statements
For the Year Ended June 30, 2018
(With Independent Auditor's Report)**

STRONG McPHERSON & COMPANY

Certified Public Accountants

RENO:
Danny R. Strong, CPA
Merlin S. Belnap, CPA
Edna K. Helmers, CPA

CARSON CITY:
Michael L. Williams, CPA

Members
American Institute of Certified Public Accountants

5865 Tyrone Road Suite 102
Reno, NV 89502
Tele. (775) 826-9400
Fax (775) 826-9266

901 East 2nd Street
Carson City, NV 89701
Tele. (775) 882-4460
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Brewery Arts Center

We have audited the accompanying financial statements of Brewery Arts Center (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statement of activities and cash flows for the year then ended and the statement of functional expenses for the year ended June 30, 2018, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Brewery Arts Center as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



Reno, Nevada
February 8, 2019

danny@strongmcperson.com
merlin@strongmcperson.com
edna@strongmcperson.com

Website: www.strongmcperson.com

mike@strongmcperson.com

Brewery Arts Center
Statement of Financial Position
June 30, 2018

Assets	
Current Assets	
Cash and cash equivalents	\$ 9,550
Accounts receivable	4,077
Endowment fund	11,356
Total Current Assets	<u>24,983</u>
Fixed Assets	
Buildings	770,659
Furniture and equipment	458,490
Building improvements	256,415
Land	2,396
	<u>1,487,960</u>
Less accumulated depreciation	829,205
Net Fixed Assets	<u>658,755</u>
Total Assets	<u><u>\$ 683,738</u></u>
Liabilities and Net Assets	
Current Liabilities	
Accounts payable	\$ 30,704
Payroll liabilities	4,509
Current portion of note payable	7,183
Current portion of bank loan payable	4,040
Current portion of bank line of credit	2,012
Total Current Liabilities	<u>48,448</u>
Long-term Liabilities	
Note payable	178,030
Bank loan payable	2,076
Bank line of credit	7,697
Total Long-Term Liabilities	<u>187,803</u>
Total Liabilities	236,251
Net Assets	<u>447,487</u>
Total Liabilities and Net Assets	<u><u>\$ 683,738</u></u>

The accompanying notes are an integral part of these financial statements
See Accountant's Audit Report

Brewery Arts Center
Statement of Activities
For the Year Ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
Revenue and Support			
Event revenue	\$ 152,238	\$ -	\$ 152,238
Contributions and grants	45,864	65,976	111,840
Facility use	59,532	-	59,532
Concession revenue	45,187	-	45,187
Cafe revenue	31,222	-	31,222
Class fees	7,972	-	7,972
Membership fees	3,785	-	3,785
Art sales	2,882	-	2,882
Endowment fund earnings	508	-	508
Net assets released from restrictions	65,976	(65,976)	-
Total Revenue and Support	415,166	-	415,166
Expenses			
Cost of goods sold - Cafe	10,244	-	10,244
Functional expenses:			
Programs	401,212	-	401,212
Management	109,808	-	109,808
Fund raising	4,547	-	4,547
Total Expenses	525,811	-	525,811
 Change in net assets	 (110,645)	 -	 (110,645)
Net Assets, Beginning of year	558,132	-	558,132
Net Assets, End of year	\$ 447,487	\$ -	\$ 447,487

The accompanying notes are an integral part of these financial statements
See Accountant's Audit Report

Brewery Arts Center
Statement of Functional Expenses
For the Year Ended June 30, 2018

	<u>Program</u>	<u>Management</u>	<u>Fund Raising</u>	<u>Total</u>
Functional Expenses				
Wages	\$ 110,504	\$ 27,626	\$ -	\$ 138,130
Payroll taxes	17,022	4,256	-	21,278
Advertising	1,944	-	1,945	3,889
Bank charges	-	2,433	-	2,433
Artist commissions	7,807	-	2,602	10,409
Contract labor	58,705	-	-	58,705
Depreciation	27,414	9,138	-	36,552
Dues and subscriptions	674	673	-	1,347
Equipment rental	6,973	-	-	6,973
Event expenses	118,503	-	-	118,503
Insurance	-	23,818	-	23,818
Interest	-	11,335	-	11,335
Legal and professional	1,444	1,444	-	2,888
Licenses and fees	1,287	1,286	-	2,573
Maintenance and repairs	6,643	6,642	-	13,285
Meals and entertainment	-	231	-	231
Office supplies	9,838	9,837	-	19,675
Outside services	366	366	-	732
Property taxes	33	33	-	66
Rent	-	5	-	5
Utilities	32,055	10,685	-	42,740
Total Functional Expenses	<u>\$ 401,212</u>	<u>\$ 109,808</u>	<u>\$ 4,547</u>	<u>\$ 515,567</u>

The accompanying notes are an integral part of these financial statements
See Accountant's Audit Report

**Brewery Arts Center
Statement of Cash Flows
For the Year Ended June 30, 2018**

Cash Flows from Operating Activities	
(Decrease) in net assets	\$ (110,645)
Adjustments to reconcile (decrease) in net assets to net cash (used by) operating activities:	
Depreciation	36,552
Changes in assets and liabilities:	
(Increase) in accounts receivable	(4,077)
Increase in accounts payable	5,638
Increase in payroll liabilities	2,002
Cash (used by) operating activities	<u>(70,530)</u>
Cash Flows from Investing Activities	
Decrease in endowment fund	(488)
Cash (used by) investing activities	<u>(488)</u>
Cash Flows from Financing Activities	
Repayments of note payable	(14,805)
Repayments of bank loan payable	(3,975)
Repayments of bank line of credit	(3,542)
Borrowings of bank line of credit	3,920
Cash (used by) financing activities	<u>(18,402)</u>
Decrease in cash	(89,420)
Cash, Beginning of year	<u>98,970</u>
Cash, End of year	<u>\$ 9,550</u>
Supplemental Disclosures of Cash Flow Information:	
Interest paid	\$ 11,335
Taxes paid	\$ -

The accompanying notes are an integral part of these financial statements
See Accountant's Audit Report

Notes to Financial Statements

Brewery Arts Center
Notes to Financial Statements
June 30, 2018

Note 1: Nature of Organization

Brewery Arts Center ("BAC") was incorporated in the State of Nevada as a non-profit corporation on September 19, 1975. BAC embraces its vision of growing artists and the artistic community in Carson City and the surrounding area, recognizing responsibility to be a catalyst for economic and educational growth and community collaborations by developing a creative, active and engaged community.

BAC was formed by a group of artists looking for a space to gather the community around the arts. Today, BAC promotes the arts in Carson City and the surrounding area by providing concerts, classes, movies, performances, and other events throughout the year to members of the community.

A majority of BAC's revenue comes from events held at their facility as well as grants received from various organizations. BAC also has a cafe that provides a spot for community members to eat and relax while enjoying the arts.

A volunteer Board of Directors ("Board") oversees the operation of BAC while staff members are involved in the day to day operations.

As a non-profit organization, BAC is exempt from income taxes under Internal Revenue Code Section 501(c)(3) for all program related activities and exempted activities. Currently all sources BAC utilizes to generate revenue are exempt from income taxes.

Note 2: Summary of Significant Accounting Policies

For financial statement purposes, the accounting policies of BAC conform to generally accepted accounting principles in the United States of America. The following is a summary of significant policies:

Basis of Accounting

BAC is a non-profit corporation that uses accrual accounting in accordance with accounting principles generally accepted in the United States of America. Revenue is recorded when earned and expenses are recognized when incurred.

Inventories

BAC has no inventory. Materials and supplies used in the cafe are expensed as cost of goods sold when purchased

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Brewery Arts Center
Notes to Financial Statements - Continued
June 30, 2018

Note 2: Summary of Significant Accounting Policies, continued

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Accounts Receivable and Uncollectible Accounts

Accounts receivable are valued based on the amount that management expects to collect. No allowance for bad debts has been calculated as management has determined all the accounts receivable are collectible. If an account receivable is deemed uncollectible, it is expensed in the current period.

Fixed Assets

Purchased fixed assets are stated at cost. These assets are depreciated on the straight line method over estimated useful lives of 5 to 39 years. BAC expenses in the current period any fixed assets that are deemed to be immaterial in cost.

Revenues

BAC records revenue received as an increase in unrestricted, temporarily restricted or permanently restricted net assets depending on the existence or nature of any donor restrictions. Revenues are generally available for unrestricted use in the programs of BAC.

Temporarily restricted revenue received in the year ended June 30, 2018 and their restricted use is outlined as followed:

Grants:	
Levitt free concert series	\$58,076
Art in the Park	4,000
TEDx Carson City	2,500
Payroll	<u>1,400</u>
Grants Total:	<u>\$65,976</u>

As of June 30, 2018, all net assets of BAC were unrestricted.

See Accountant's Audit Report

Brewery Arts Center
Notes to Financial Statements - Continued
June 30, 2018

Note 3: Cash and Cash Equivalents

For the statement of cash flows, cash and cash equivalents includes cash on hand and cash in bank accounts.

Note 4: Endowment Fund

BAC has an endowment fund held by the Community Foundation of Western Nevada. The endowment fund is unrestricted and can be used by BAC by having Board approval to utilize the assets. Return objectives, risk parameters, and spending policies concerning the funds is made under discretion of the Board.

Endowment fund composition by type of net assets as of June 30, 2018:

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Endowment fund	<u>\$11,356</u>	<u>\$0</u>	<u>\$11,356</u>
Total	<u>\$11,356</u>	<u>\$0</u>	<u>\$11,356</u>

Changes in endowment fund for the year ended June 30, 2018:

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
Endowment fund, beginning of year	\$10,868	\$0	\$10,868
Investment revenue	508	0	508
Account fees	<u>(20)</u>	<u>0</u>	<u>(20)</u>
Endowment fund, end of year	<u>\$11,356</u>	<u>\$0</u>	<u>\$11,356</u>

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Brewery Arts Center
Notes to Financial Statements - Continued
June 30, 2018

Note 5: Note Payable

BAC has a note from a private party collateralized by the performance hall. The note has a principal balance of \$185,213 as of June 30, 2018. A new note was signed on July 10, 2018 with the same party and is amortized over 15 years with a maturity of July 30, 2023. The interest rate on the note adjusts annually on July 30th and is based on the Wells Fargo Prime Rate plus 1% which is 6% as of June 30, 2018.

Note payable June 30, 2018	\$ 185,213
Less current maturities	<u>7,183</u>
	<u>\$ 178,030</u>

Amounts payable in the next five years and thereafter:

<u>Year Ending June 30</u>	
2019	\$ 7,183
2020	8,299
2021	8,811
2022	9,355
2023	9,932
Thereafter	<u>141,633</u>
	<u>\$ 185,213</u>

Note 6: Bank Loan Payable

BAC has an operating loan with their bank that is collateralized by a Uniform Commercial Code filing by the bank. The loan has an interest rate of 6.5% annually. The loan is due on January 25, 2020.

Bank loan payable June 30, 2018	\$ 6,116
Less current maturities	<u>4,040</u>
	<u>\$ 2,076</u>

Amounts payable in the two next years:

<u>Year Ending June 30</u>	
2019	\$ 4,040
2020	<u>2,076</u>
	<u>\$ 6,116</u>

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Brewery Arts Center
Notes to Financial Statements - Continued
June 30, 2018

Note 7: Bank Line of Credit

BAC has an unsecured \$10,000 business line of credit through their bank, of which \$291 was unused as of June 30, 2018. The line of credit has an interest rate of 13% annually. Principal and interest are due on October 15, 2045.

Bank line of credit payable June 30, 2018	\$ 9,709
Less current maturities	<u>2,012</u>
	<u>\$ 7,697</u>

Amounts payable in the five next years and thereafter:

<u>Year Ending June 30</u>	
2019	\$ 2,012
2020	1,595
2021	1,265
2022	1,002
2023	795
Thereafter	<u>3,040</u>
	<u>\$ 9,709</u>

Note 8: Leases

BAC leases municipal property from the city of Carson City. Lease terms outline that a \$1 lease payment be made annually. The lease was formed June 24, 1977 and will expire June 24, 2076. Rent expense of \$5 for five years of rent was paid and recorded in the year ended June 30, 2018.

BAC leases a copier machine for use in its office. The lease was formed on April 17, 2014 and is for 60 months. The lease will expire on April 17, 2019. Monthly payments of \$240 are required under the lease. The payments are expensed as incurred. \$2,400 of lease payments are due in the year ending June 30, 2019.

Note 9: Subsequent Events

Subsequent events were evaluated by management through February 8, 2019 the date the financial statements were available to be issued. No matters were identified which would have a material effect on the financial statements.

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ATTACHMENT 11:
COUNTY ASSESSOR VERIFICATION

Search Results

Year	Number	Name	Physical Address	Property Type
2021	003-207-05	BREWERY ARTS CENTER,	W KING ST	Parcel
2021	003-207-06	BREWERY ARTS CENTER,	501 W KING ST 505 W KING ST 511 W KING ST	Parcel
2021	003-207-07	BREWERY ARTS CENTER,	449 W KING ST 102 S DIVISION ST	Parcel