



I. Scope of Proposed Work

NLRA agrees to provide campaign management and labor consulting services to Sawtooth Caverns in conjunction with NLRB case 27-RC-285229. The nature of campaign management is dynamic and as such the scope of work outlined here is subject to change as needs arise to best address Sawtooth Caverns' needs. NLRA shall determine, and continue to monitor and evaluate, the activities necessary to win the campaign including number and frequency of on-site time, written materials to be distributed, and any other communication deemed essential to achieving the Client's goals. NLRA shall communicate regularly with the Client regarding the activities of the campaign.

Purpose of Project

Sawtooth Caverns has retained NLRA to manage the NLRB election campaign.

Work to be Performed

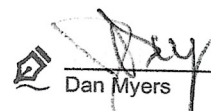
NLRA will utilize every available means of communication to reach the employees for the stated goal. Methods shall include, but not be limited to, small group meetings of employees, individual meetings with employees, written communication, text messages, email, websites, signage, handouts, and any other protocol determined to be effective with Client's employees.

Timeline for Performance

NLRA recommends work begin immediately. Campaign activities should begin as soon as possible. If the election is conducted by a traditional manual vote, NLRA's campaign will end with the completion of the casting of ballots. If the election is conducted by mail the final day of NLRA's campaign work will be no later than the day before ballots are due at the NLRB Regional Office.

Promises

NLRA makes no promises, direct or implied, as to the results of campaign management services provided. NLRA guarantees its advocates will work individually and with Sawtooth Caverns leadership diligently and tirelessly to achieve an election victory. In the event of an election victory as defined by the terms and conditions below NLRA shall retain a Campaign Victory Bonus for its success. In the event of a loss the Client shall receive compensation taken from the fees paid to NLRA as defined by the terms and conditions below.


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II. Parties

1. National Labor Relations Advocates ("NLRA")
2. Sawtooth Caverns ("Client")

III. Representation Terms

Fees do not include expenses. Expenses shall be billed weekly and are due upon receipt. The fee for comprehensive campaign management shall be \$20,000.00. National Labor Relations Advocates shall schedule onsite days at its discretion after consultation with Client. National Labor Relations Advocates shall be entitled to a Campaign Victory Bonus of \$5,000.00 in the event of a company victory in the election. *A victory shall be defined as a winning vote tally, a withdrawal by the union of the petition at any time following the execution of this Agreement by Client, or any disclaimer of interest by the union prior to the election date.* The bonus shall be remitted by the Client with the initial fee payment prior to work beginning.

IVI. Partial Refund of Fees to Client

In the event of an election loss, National Labor Relations Advocates shall remit to Client a full refund of the Campaign Victory Bonus. Additionally, in the event of an election loss, National Labor Relations Advocates shall refund \$5,000.00 of the fees paid by Client. *An election loss is defined as a Certification of Representative being issued from the NLRB in the matter after a vote is completed. However, "election loss" does not include an Order from the NLRB directing Client to recognize the Union as a result of misconduct or unfair labor practices by the Client.*

Should Client restrict the activities of National Labor Relations Advocates in the conduct of the campaign, including a limitation on the number or frequency of onsite campaign days determined to be necessary by National Labor Relations Advocates, Client shall forfeit the victory bonus and any further refund available under this section and such shall not be refunded to Client even in the instance of a company loss in the election. A decision by Client to voluntarily recognize the union at any time after engagement of National Labor Relations Advocates shall also result in the forfeit by Client of any right to a refund of the Campaign Victory Bonus or any fees.

V. Alternative to Partial Refund of Fees to Client

In the event of an election loss, Client may choose, as an alternative to the refund detailed above, 10% discount off National Labor Relations Advocates collective bargaining services for the duration of the bargaining process for any initial contract. Any collective bargaining services shall be subject to a separate agreement and such agreement shall reflect the 10% discount.


VI. Payment Options and Terms

Client shall remit full payment of fees and Campaign Victory Bonus upon execution of this Agreement. Client shall be invoiced weekly for expenses and such invoice shall be due upon receipt. A late fee of 2.5% shall be assessed on any invoice not paid more than thirty (30) days past its due date.

Once Client executes this Agreement, an initial invoice shall be prepared to facilitate receipt of payment. Representation shall not begin until the initial invoice has been paid.

VII. Limitation of Liability

In no event shall NLRA be liable to Client or to any third party for any loss of use, revenue, or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not NLRA has or had been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall NLRA's aggregate liability arising out of or related to this agreement, whether arising out of breach of contract, tort (including negligence), or otherwise, exceed the aggregate amounts paid or payable to NLRA by Client in the twelve (12) month period preceding the event giving rise to the claim.


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VIII. Non-Disclosure

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information"). For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

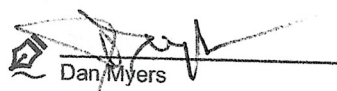
1. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
2. **Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
3. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.


IX. Governing Law

This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Ohio, including its statutes of limitations.

The parties agree that personal jurisdiction shall exist in the State of Ohio and that the State of Ohio shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this Agreement. Any lawsuits arising out of this Agreement shall be brought in Hamilton County, Ohio.

Description	Price	# of Advocates	Subtotal
Management of Union Election Campaign	\$20,000	1	\$20,000
Campaign Victory Bonus (collected up-front)			\$5,000
Total			\$25,000


Dan Myers


James Allen
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