



TRADE-OUT AGREEMENT

A contract between the Board of Regents of the University and Community College Systems of Nevada on behalf of the University of Nevada, Las Vegas Athletic Department, hereinafter referred to as "University", and American Toxicology Institute, hereinafter referred to as "Contractor".

PREAMBLE

NRS 284.173 authorizes elective officers, heads of department, boards, commissions or institutions to engage the services and/or merchandise of persons as independent contractors. The services/merchandise of Contractor are both necessary and desirable and in the best interests of the University; and Contractor represents that is duly qualified and able to render the services/merchandise as hereinafter described below.

In consideration of these premises, the parties hereto mutually agree as follows:

1. This contract shall be effective from July 1, 2006 to June 30, 2007 unless sooner terminated by either party as set forth below. This contract shall renew upon terms mutually agreeable by the parties.
2. The services/merchandise to be performed/provided by contractor are as described on Exhibit A, attached hereto and incorporated herein by reference. Contractor agrees to provide the services/merchandise set forth in Exhibit A.
3. In exchange, University agrees to provide the consideration described on Exhibit B, attached hereto and incorporated herein by reference.
4. Rights, duties and obligations under this agreement are not assignable or delegable without prior written consent of the University.

Intercollegiate Athletics
Athletic Business Office
4605 Maryland Parkway • Box 460026 • Las Vegas, Nevada 89154-0026
(702) 895-3433 • FAX (702) 895-0985

5. Any reports, studies, photographs, negatives or other documents or drawings prepared by Contractor in performance of this agreement are the exclusive property of the University and all such materials shall be remitted by Contractor upon completion, termination or cancellation of this contract. Contractor shall refrain from and prohibit the use of all such materials under this agreement without prior written consent of the University.

6. Contractor's records and accounting relevant to this agreement are subject to inspection, examination and audit by the University.

7. Contractor agrees to indemnify and save and hold the Board of Regents of the University of Nevada, the University and Community College System of Nevada, the University, their agents, officers and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by Contractor or Contractor's agent, officers or employees.

8. The parties agree that the Contractor is an independent contractor and that this contract is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the Contractor is not an employee of the State of Nevada and

"There shall be no:

Withholding of income taxes by State;

Industrial insurance coverage provided by the State;

Participation in group insurance plans which may be available to employees of the State;

Participation or contributions by either the independent contractor or the State to the public employees retirement system;

Accumulation of vacation leave or sick leave;

Unemployment compensation coverage provided by the State if the requirements of NRS 612.085 for independent contractors are met.

It is further agreed that Contractor is not an employee of the University and is not entitled to any of the compensation benefits, rights, or privileges of employees of the University.

9. Written notices required under this contract shall be sent certified mail, return receipt requested to:

Contractor: American Toxicology Institute
595 East Brooks Ave., Suite 312
N. Las Vegas, NV 89030

University: Director of Athletics
University of Nevada, Las Vegas
Box 450001
Las Vegas, NV 89154-0001

10. If Contractor provides the University with services/merchandise that exceeds the trade agreement, such services/merchandise will be considered a donation to the University. The University will not be obligated to provide Contractor with any additional benefits.

11. If the amount of services/merchandise the University uses is less than the value of the trade agreement, the balance will be carried over to the next year.

12. This contract may be terminated without cause by either part prior to the expiration of the contract by serving written notice to termination on the other party thirty (30) days prior to the effective date of termination.

13. Neither party may terminate the contract pursuant to section 12. after the other party has fully performed its obligations under the contract.

14. If either party terminates the contract pursuant to section 12, at the time of the termination the ratio of the value of service/merchandise provided by Contractor to the value of assets provided by the University is not the ratio established by the contract, the Contractor or the University, as the case may be, all shall remain obligated to provide services/merchandise or University assets as described in Exhibit B in the amount necessary to obtain said ratio.

15. This contract shall be interpreted according to the laws of the State of Nevada.

16. Service contractors must provide the university with a certificate of insurance confirming compliance with all requirements established by UCCSN and set forth in Appendix A (where applicable) of this agreement.

17. "There shall be no changes, including, but not limited to, additional services and/or costs, permitted to or authorized under the terms of the Agreement without the sole, express written consent of the UNLV Associate Athletic Director for Business/Finance. Any changes, additions, stipulations or deletions including corrective lining out by either University of Nevada Las Vegas or Contractor will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other and attached as an amendment to this Agreement. No other UNLV employee, agent or individual has the authority, either express, implied or apparent, to authorize, order or request any changes to the terms of this Agreement under any circumstances."

18. This contract constitutes the entire agreement between the parties and may only be modified by written amendment signed by the parties. In the absence of such amendment, the University will not be obligated to provide University assets to Contractor in excess of those described in Exhibit B.

19. Vendor agrees that prices charged for goods and services are standard and reasonable, and will not be inflated for purposes of trade.

20. First Right of Renewal: In the event Contractor decides not to renew this contract, Contractor has the right to retain seating location held the previous year, provided payment for the seats is received in full by the established priority deadlines.

BOARD OF REGENTS OF THE UNIVERSITY
AND COMMUNITY COLLEGE SYSTEMS OF NEVADA
acting on behalf of
University of Nevada, Las Vegas
Department of Intercollegiate Athletics

Contractor: American Toxicology Institute University:
Account: 5021398

By: Cecelia Stubbs
Print Name: Cecelia Stubbs
Title: Pres
Date: 6/22/06

By: Wendy Meyers
Wendy Meyers
Associate AD Business/Finance
Date: 7/24/06

EXHIBIT A

The Contractor agrees to provide the University of Nevada, Las Vegas, Department of Intercollegiate Athletics with Drug testing for Student Athletes. Valued at \$16,640.00.

EXHIBIT B

UNLV Department of Intercollegiate Athletics agrees to provide the Contractor with:

- Rebel Athletic Fund Donation at Rebel Circle Level \$4,000.00
- 8 Men's Basketball Season Tickets @ \$385.00 each
- 8 Football Season Tickets at \$155.00 each

Basketball seats are located in 122 A 1-4, 107 M 5-8 or equivalent

Football seats are located in L 130 15 7-10, U 127 36 5-8 or equivalent

Contractor: American Toxicology Institute

By: *Cecilia Stubbs*
 Print Name: *Cecilia Stubbs*
 Title: *Pres*
 Date: *6/22/06*

University:

By: *Wendy Meyer*
 Wendy Meyer:
 Associate AD Business Finance
 Date: *7/26/06*