

36. **TERMINATION.** CITY and VNCSC shall each have the right to terminate this Agreement, without cause, by giving written notice of termination to the other party at least sixty (60) days before the FESTIVAL.

A. Any termination of this Agreement by CITY shall not relieve VNCSC of any outstanding obligation under this Agreement, including but not limited to the following: VNCSC's indemnification obligations shall survive the termination of this Agreement until all claims and actions related thereto are fully and finally resolved and all monies related thereto are fully paid.

37. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision invalidated, and all remaining provisions shall remain in full force and effect.

38. **NON-PROFIT STATUS.** VNCSC shall either maintain charitable non-profit corporation status in accordance with Internal Revenue Code Section 501(C)(3) or bring in an alternative charitable non-profit organization, subject to City Manager approval, with which to partner for the FESTIVAL.

39. **USAGE OF TET FESTIVAL PROCEEDS.** Net profit is the balance, in positive numbers, of all proceeds from all accounts (including the sale of admission tickets, booth rentals, donations from sponsors, etc.), less all expenditures (including payment to the CITY pursuant to Section 2 herein, rental of special equipment, payment to specialists/technicians, etc.). Fifty percent (50%) of the net profit shall be used by the governing board of the VNCSC for activities to serve the community. The remaining net profits shall be used as follows: Fifty percent (50%) of this remaining amount shall be placed in a special account for VNCSC's project to build a "Community House" for the community. The other fifty percent (50%) shall be donated to other non-profit organizations in Southern California with priority to non-profit organizations based in the City of Garden Grove, based on recommendations of a community committee. Composition of the community committee shall be determined by agreement between the City Manager and the President of VNCSC.

40. **ADMISSION TICKETS.** CITY understands that VNCSC intends to sell admission tickets in advance and/or at the booths by entrance gates. VNCSC understands that CITY may monitor on-site ticket sales in order to assist CITY in verifying FESTIVAL sales and attendance numbers. VNCSC shall cooperate with CITY's monitoring activities.