

ELKO COUNTY AGRICULTURAL ASSOCIATION District #4
AKA: ELKO COUNTY FAIR BOARD
P O Box 2067 --- Elko, Nevada 89803



SUBLEASE

This Agreement of Lease, made and entered into this _____ day of _____, 20____
 by and between ELKO COUNTY AGRICULTURAL ASSOCIATION, Agricultural District #4, a duly organized
 and recognized state institution pursuant to and by virtue of Chapter 547, NRS, commonly known as and called the
 ELKO COUNTY FAIR BOARD, by and through its duly authorized officers, Party of the First Part, hereinafter
 called "Sublessor" and _____
 _____ Party of the Second Part, hereinafter called "Sublessee".

Contact Information: Name: _____

Mailing Address: _____ City: _____ St.: _____ Zip: _____

Home Phone: _____ Cell: _____ E-Mail: _____

WITNESSETH:

That the Sublessor, in considerations of the payment of the rent as hereinafter set forth and the covenants
 and agreements herein contained and to be paid, kept and performed by Sublessee, does hereby lease, demise and
 rent to the Sublessee these portions hereinafter designated as those certain premises known generally as the Elko
 County Fair Grounds, together with such personal property as hereinafter indicated, all of which are situated in the
 City of Elko, County of Elko, State of Nevada: NOTE: The Clubhouse is not included in any of the following
 leases.

FAIR GROUNDS RENTAL RATES

_____ Ticketed Events ***	\$ 1600.00 first day
_____ Each Additional Day	\$ 1000.00 per day
_____ Ticketed Motorized events (nonrefundable) in addition to ticketed event chg. For track & arena preparedness before and after event. If event needs additional dirt or setup it is the Events responsibility to bring in dirt and remove it.	\$ 1000.00
_____ Grandstand & Main Arena Area Day Use: <i>Does not include Concession stand.</i> Includes: main arena, sound system, corrals, announcer stand, grandstand & parking lot	\$ 400.00 per day
_____ Multiple Event Discount (3 or more dates scheduled Grandstand & Main Arena Area Only)	\$ 300.00 per day
_____ Grandstand, Main and back Arena Area Lights:	\$40.00 per hour for lights
_____ 2 nd Arena (back arena)	\$ 250.00 per day
_____ Large Concession Stand (\$500.00 Additional Refundable Deposit) +	\$ 400.00 per day
_____ Racing Office	\$ 100.00 per day
_____ Cowboy Bar	\$ 150.00 per day
_____ Pari-Mutuel Building	\$ 100.00 per day
_____ Exhibit Building <i>Summer</i> Use (required cleaning deposit \$300.00)	\$ 400.00 per day
_____ Exhibit Building <i>Winter</i> Use (required cleaning deposit \$300.00)	\$ 600.00 per day
_____ Bull Barn	\$ 200.00 per day
_____ 4-H Barn	\$ 150.00 per day
_____ Auction Barn (includes small concession stand) ***	\$ 250.00 per day
_____ Corrals Monthly Charge Only (additional boarding contract required)	\$ 80.00 per month
_____ Corrals Overnight Truckload	\$150.00 per truck or \$3.00 per head whichever greater

_____ Monthly Stall Rent (additional boarding contract required)	\$ 120.00 per month
_____ Monthly Tack Rent	\$ 20.00 per month
_____ Overnight Stall rent (nonevent)	\$ 15.00 per day
_____ Winter Tank Heater Charge (additional to monthly rent)	\$ 50.00 per month
_____ Large Parking Lot	\$ 300.00 per day
_____ R. V. Overnight (events only)	\$ 30.00 per day
_____ Concessions Trailers Electrical Hook Up	\$ 50.00 per day
_____ Charge for special set up (if required)	\$ 60.00 per hour
_____ Track work (per time worked)	\$60.00
_____ Tables \$10.00 each	_____ Chairs \$3.00 each

***** NOTICE:** Stalls for events are billed at \$10.00 per stall for the event. For Single Day Events, actual stall count will be used, for events lasting more than one day, the single highest one day stall count will be used. **Fairgrounds superintendent will count stalls with an event representative if the representative isn't available or doesn't show up at a designated time the superintendent's count stands as counted and reported.**

***One day starts at 8:00 A.M. and ends 24 hours later. (8:00 A. M. the next day)**

Deposit: A one-time non-refundable deposit of fifty percent (50%) of the total estimated cost for use of the premises shall be paid by the Sublessee to the Sublessor at the time this Sublease is signed by both parties.

Motorized events will also have to pay the additional \$1,000.00 for track/arena preparations due when event is scheduled.

Only those items above checked shall be subject to the provision of this lease and in no event, shall the residences on the above described premises or such portion or portions of the Sublessor's office building thereon, required by Sublessor, be considered as being applicable to this lease.

TO HAVE AND TO HOLD for the term of _____ day(s) beginning at _____ on the _____ day of _____, 20____, and ending at _____ on the _____ day of _____, 20____, for the purpose only of conducting thereon _____

Upon the following terms and conditions:

1. Sublessee hereby acknowledges that the land comprising the herein leased premises now are leased by the City of Elko to the Elko County Fair Board, by that certain Lease Agreement dated July 1, 1992, which said lease is hereby incorporated herein by this reference, and Sublessee agrees to be bound by the specific terms and provision of said Lease, hereby further agreeing to fully indemnify and hold Sublessor and the City of Elko harmless from any responsibility or liability which they or either of them may incur by virtue of this agreement or Sublease or Sublessee's occupancy of the leased premises. Furthermore, Sublessee agrees to add to this Sublease and be bound by any and all amendments, revisions, supplements, or additions to the said Lease, now or hereafter entered into with the City of Elko and to keep Sublessors, and the City of Elko indemnified against all actions, claims, demands, loss and liability whatsoever in respects to the said covenants, conditions and stipulations or anything relating thereto and in respect to sublessee's occupancy or use of the leased premises.
2. Sublessee agrees to pay the Sublessor as rent for said premises and property as hereinabove designated in the manner following.
3. The Sublessee hereby acknowledges and agrees that the leased premises have been examined prior to the making of this Lease and the condition thereof is known, and that no representation as to the condition or state of repair thereof has been made by the Sublessor or the City of Elko and the Sublessee hereby accepts the leased premises and all buildings and improvements, thereon, the subject of this lease, in their condition at the date of the execution of this Sublease, except as to the cleanliness as provided in paragraph 13. A representative of the Sublessee and a representative of the Sublessor shall go over the grounds, improvements and equipment, the subject of this lease, the day prior to the commencement of this Lease.

Following the conclusion of Sublessee's leasehold term, and more particularly on _____, a representative of this Sublessor and a representative of the Sublessee shall meet to examine the grounds, improvements and equipment, the subject of this Lease, and all damages and losses to grounds, improvements, equipment shall be noted and Sublessee shall pay Sublessor the amount necessary to repair all damages or replace all losses no later than the date the rental is due the Sublessor under the terms of this Lease. The amount necessary to repair any damage shall be determined solely by the Sublessor and shall be in addition to the rental as hereinabove provided.

4. The Sublessee covenants and agrees
 - (1) **that he will not suffer or commit any waste or nuisances on or about said premises;**
 - (2) **that he will not make any repairs, alterations (this includes arena sponsor signs- that they shall remain in place and viewable to spectators during the event), substitutions, construction or improvements thereon without the prior written consent of the Sublessor;**
 - (3) **that the Sublessor's ground supervisor shall supervise all work done on equipment used on the premises and shall designate which barns, stalls, buildings, corrals, and other buildings and improvements shall be used;**
 - (4) **That he will consult the ground supervisor prior to performing any work, or using any equipment, buildings, or other improvements on the premises and shall abide by the instruction, direction and decisions of the same ground supervisor;**
 - (5) **That he will promptly and fully pay all city charges for excess water consumption, electricity service, telephone service and all other services, utilities, obligations and charges contracted or incurred by the said Sublessee during his possession or use of said premises.**
 - (6) **On any motorsports event with demolition of junk cars all glass must be removed prior to cars being brought on the premises. Any violation please see next (5) rule.**
5. That should Sublessee be involved in putting on a show that involves the use of any motor driven vehicle or vehicles used for demolition, or other means that may cause excessive damage to the facilities at the fairgrounds then, in that event, Sublessee shall deposit with the Fair Board the sum of \$500.00 as and for a deposit against such damage, which amount will be returned to Sublessee upon the return of premises to Sublessor and Sublessor making the determination that said premises are in a good state of repair.
6. The Sublessee covenants and agrees that he shall and will peaceably quit and surrender said premises to the Sublessor at the termination of his Lease in as good condition as the same now are; subject, however, to reasonable wear and tear and damage by the elements.
7. It is expressly understood and agreed that if the said premises are damaged, destroyed by fire, catastrophe or other natural causes, the Sublessor shall have no obligation to repair, replace, or reconstruct said premises; that if the damage is so extensive that the premises cannot be used by Sublessee, this lease shall forthwith terminate and the Sublessee shall not be required to pay any rent save and except for the period of time the said premises were used or occupied by the Sublessee. The Sublessee shall be liable to the Sublessor for any damages to the premises caused by the negligence of the Sublessee, his employees, agents, officers, members, contractors, or representatives.
8. It is understood and agreed that the Sublessor, the County of Elko and the City of Elko shall not be liable to the Sublessee, his agents, guests, spectators, employees, representatives, officers, members, contractors, contestants, subcontractors, business invitees, licensees or trespassers on the premises or any other person, partnership, corporations association or others, for any damage or loss caused to his or their person or property by water, rain, snow, ice, weather, storm, fire, catastrophe, accident or by breakage, collapse, loss, damage or injury to the premises. The Sublessee agrees to, and does hereby release, the Sublessor, the County of Elko and the City of Elko, and their representative commissioners, employees, directors, representatives, attorney, agents, servants and officers from liability for any injury, loss or damage resulting from any cause whatsoever and the Sublessee shall and does hereby assume all liability and damages that may arise from any accidents that occur on the premises during the terms of this lease, or any holdover period.

The Sublessee expressly covenants and agrees to indemnify and save harmless the Sublessor, the County of Elko and the City of Elko and their respective commissioners, directors, officers, agents, employees and representatives against all claims, damages or loss arising from the conduct, use or management of or from any work or thing whatsoever done in or about the demised premises or any building or structure thereon or

the equipment thereof during said term from any condition of any road, street, vault, passageway or spaces therein or appurtenant thereto, or arising from any act or negligence of the Sublessee or any of his agents, contractors, subcontractors, representatives, officers, members or employees or arising from any accident, injury or damage, whatsoever, however caused, to any person, or to the property of any person, persons, or corporations or proportions, associations, partnerships, clubs and others occurring during said term on, in or about the leased premises and from and against all costs, attorney fees, court costs, expenses and liabilities incurred on or about any such claims or any actions or proceeding brought thereon; and in case action or proceeding be brought against the Sublessor, the County of Elko or the City of Elko or either or any of them or the respective commissioners, directors, officers, agents, employees or representatives by reason of any such claim, the Sublessee on notice from the Sublessor or said County or said 'city shall defend any such action or proceedings by counsel satisfactory to the Sublessor, County of Elko or said City. It is the intention that the Sublessee, at all time, will hold the Sublessor, the County of Elko and the City of Elko and its respective commissioners, directors, officers, representatives, agents and employees free and harmless from any damage, loss, liability or judgment resulting as aforesaid and in furtherance of the covenant, Sublessee further specifically covenants and agrees that he shall and will, during the full term of this Lease, and any extension or renewal thereof, and at his expense in a company or companies acceptable to Sublessor, *carry public liability insurance against loss or damage or injury to person or property which may or might occur in, on or about said premises for at least the joint protection of Sublessor, the County of Elko, the City of Elko and the Sublessee in the minimum amount of \$1,000,000.00 per person per accident and \$1,000,000.00 per accident and property damage of \$1,000,000.00.*

Motorized events using the track will be required to carry public liability insurance against loss or damage or injury to person or property which may or might occur in, on or about said premises for at least the joint protection of Sublessor, the County of Elko, the City of Elko and the sublessee in the minimum amount of \$1,000,000.00 per person per accident and \$1,000,000.00 per accident and property damage of \$1,000,000.00.

9. The Sublessor shall not be liable for any bills, accounts, contracts, charges or obligations incurred or contracted by the Sublessee, his successors, assigns, agents, representatives, members, officers, or employees and the Sublessee covenants and agrees that he shall not permit or suffer or allow any lien or encumbrance to attaché to the leased premises or property.
10. Sublessee covenants and agrees to pay a reasonable attorney fee and all costs and expenses incurred by Sublessor to collect the rent herein reserved, to enforce the provision of this Sublease or to recover possession of the premises.
11. The Sublessee shall not assign this Sublease or any interest herein nor shall he sublet the premises or any portion thereof without the prior written consent of the Sublessor. Any such assignment or subletting contrary to this paragraph shall automatically forthwith forfeit the leasehold herewith granted.
12. Any provision, term, condition or agreement of this Lease to the contrary notwithstanding, it is expressly understood and agreed that the Sublessee shall not be liable to Sublessor for damage or loss to the leased premises and the buildings and improvements thereon by an act of God, the elements, collapse or by fire, save and except for such damage or loss as is caused by the negligence of the Sublessee, his employees, officers, representatives, agents or assigns.
13. Sublessor agrees that prior to delivery of possession of the premises, Sublessor shall, at his expense, clear the premises of garbage, filth, manure and other refuse to the extent possible in view of the age and condition of repair of each of the said areas to the end that the premises are, from the standpoint of conditions of cleanliness, ready for use by the Sublessee.
14. It is understood and agreed that the race track portion of the said premises may be closed by the Sublessee during the term of this lease, provided Sublessee reopens the race track at the expiration of the Lease, and repairs any and all damages caused the track by such closing and use of said track area, restoring the premises to the condition they were in prior to Sublessee's taking possession thereof.
15. This Lease shall be binding upon and shall inure to the benefits of the parties, their heirs, executors, administrators, successors and subject to the restriction on assignment, their assigns.

IN WITNESS WHEREOF, the parties have hereunto caused this Lease to be executed in duplicate by their duly authorized officer, agents, or representative the day and year first shown above.

ELKO COUNTY AGRICULTURAL ASSOCIATION
AGRICULTURAL DISTRICT NO 4, aka
ELKO COUNTY FAIR BOARD

By _____
Title Sublessor

By _____
Title Sublessee

Grounds rental Event: _____

Dates: _____

Type of rental _____ \$ _____

Additional _____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Amount Due for Grounds Rental \$ _____

Deposit at Signing of Lease -\$ _____

Total Amount Due (payable no later than 10 days after event) \$ _____

Refundable deposits owed to Sublessee after event (concessions / cleaning fee) \$ _____

NOTICE:

All Events will need to:

Set up garbage service prior to the event with Waste Connections AKA Elko Sanitation 738-3771

Also ALL events will be responsible to know local (city) & state tax filing requirements.

Set up meeting with the Grounds Supervisor (775)397-7925 for needs of the event 1-2 days before scheduled event.

NOTE: please return the signed lease, required deposits (concession deposit must be in separate check) and Proof of Insurance (we are required to have all deposits and proof of insurance before an event. If grounds supervisor does not have all deposits and proof of insurance there will be no event).