

# Elko County Agricultural Association, District #4

## Aka Elko County Fair Board

P.O. Box 2067, Elko, NV 89803

775-738-3616 Office Phone 775-397-2769 cell 775-778-3468 Fax

### **PUBLIC MEETING NOTICE**

The Elko County Fair Board will meet in a regular Monthly meeting:

**Wednesday November 9, 2022, at 5:30 p.m.**

Exhibit Building Elko County Fairgrounds, Elko, Nevada

All Public is welcome. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Elko County Fair Board by email: [ecfbsecretary@gmail.com](mailto:ecfbsecretary@gmail.com) or by calling 775-397-2769

The Chairman reserves the right to change the order of the agenda and if the agenda is not completed to recess the meeting and continue another specified date and time. The public can comment on any agenda item by being acknowledged by the chairperson while the fairboard considers that agenda item.



#### Fairboard Members

Chairman/Stockhorse/Livestock-Tony Buzzetti  
Executive Paramutuel/Livestock-Goivanni Puccinelli  
Executive/Racing Committee- Justin McDermott  
Concessions/Vendors/Admissions-Roy Elsner  
Stockhorse Committee- Jon Ross  
Stockhorse Committee -Millie Wakley  
Home Arts Chairman- Cori Rainwater  
Livestock/Stockhorse Committee- Jay Dalton

- **Call to order:** Chairman
- **Prior Meeting Minutes-** *Action Item*  
the approval of the October 12, 2022, meeting minutes.
- **Public Comment:** *Information Item*  
Pursuant to NRS 241 this time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.
- **Old Goat Pens:** *For Possible Action*  
Discussion and consideration on selling the old goat pens to Aaron Hansen.
- **Grounds Rental Rates, Contracts, Arena signs and Banners:** *Action Item*  
Discussion and consideration of any changes to the contracts or grounds rental rates, arena signs and banners for 2023.
- **2023 Elko Co Fair planning:** *Action Item*  
Update on progress with 2023 Elko Co Fair planning and events.
- **Grounds Report and ARPA Improvements Update:** *For Possible Action*  
Discussion and consideration of the projects that have been done, going to be done with the improvement and upkeep of the Elko County Fairgrounds. Discussion on the ARPA funds and the plan going forward on the bathroom projects.
- **Treasurers Report** *Action Item.*  
Discussion and consideration of the monthly financial report, present bills needing to be paid/and bills already paid.
- **Committee Reports:** *For Possible Action*
  - Discussion on reports from the: Office: JJ Roemmich
  - Home Arts/Vendors: Cori Rainwater
  - Stockhorse: John Ross Tony Buzzetti, Millie Wakley, Jay Dalton
  - Marketing-Promotions: Daryl Santos
  - Racing-Pari-mutuel: Goivanni Puccinelli, Justin McDermott, Yolanda Duran
  - Admissions/Concessions: Roy Elsner
  - Livestock Show & Sale: Jay Dalton, Tony Buzzetti, Giovanni Puccinelli
  - Other Committees reporting
- **Board Member Terms:** *Information Item*  
Discussion on board members terms that expire at the end of 2022.
- **Public Comment:** *Information Item*  
This time is devoted to comments by the public, if any, and discussion of those comments. No action may be taken upon a matter raised under this item on the agenda until the matter itself has been specifically included on a successive agenda and identified to be an action item.

**Next Meeting dates: JANUARY 11, 2023, Exhibit Hall at the Elko Fairgrounds @ 5:30 pm**

**No December meeting**

### ADJOURNMENT

**This Notice is posted pursuant to NRS 241 as amended by the 2017 legislature and is to be posted at the following places no later than three full working days before the meeting:**

Elko County Managers Office bulletin board, City of Elko City Hall, Elko Post Office, Elko County Fairgrounds office

### REQUEST FOR AGENDA INFORMATION:

The public may acquire this agenda and supporting materials, pursuant to NRS 241 by contacting JJ Roemmich, Executive Assistant, at (775)397-2769 or via Email: [ecfbsecretary@gmail.com](mailto:ecfbsecretary@gmail.com) or on the website [www.elkocountyfair.com](http://www.elkocountyfair.com)

**ELKO COUNTY FAIR BOARD  
PUBLIC MEETING MINUTES**

**Wednesday October 12, 2022**

**5:30 pm**

**Elko County Fair Grounds Exhibit Building**

**ELKO, NEVADA**



BOARD MEMBERS PRESENT:

Tony Buzzetti      Goivanni Puccinelli      Justin McDermott      Amelia Wakley  
John Ross              Cori Rainwater              Roy Elsner

BOARD MEMBERS & STAFF NOT PRESENT:

Jay Dalton

STAFF PRESENT

J.J. Roemmich, Secretary/Treasurer      Yolanda Duran, Parimutuel Manager      Daryl Santos, Marketing  
Angela Taravella, Assistant              JT Taravella, Grounds Manager

GUESTS:

Brian McIntosh-NV Gaming Control Board      Gary Mann-American Legion      Chip Stone  
Ben McKnight-Livestock Committee              Jesse Barr-T-Rex Races              Ashley Hansen  
Aron Hansen

\* \* \* \* \*

Elko County Fair Board Chairman Tony Buzzetti called the regular monthly meeting to order at 5:31 p.m.

Minutes: *Action Item*

Meeting Minutes from the Regular monthly meeting August 10, 2022. Giovanni Puccinelli moved to approve the meeting minutes as presented, Justin McDermott seconded the motion, all approved.

Public Comment: *Information Item*

Gary Mann stated he would like to ask the board on how to get on this board to work with this board for the future. Lauren Reno is someone he would like to suggest that we have at the concert during the fair. He would also like to ask that they get to do the beer wagon again next year or if there is something else, they can do it. Roy stated they will use them for sure for more things. Aaron Hansen talked to the board about new sheep pens. He would like to purchase the old sheep pens up on the hill. Tabled to next meeting.

2022 Elko County Fair Discussion:

*For Possible Action Item*

Chairman Tony Buzzetti thanked everyone for the support and all the help in putting on this years fair. We have had some new events and it was extremely hot and there were minimal complaints. Jesse Barr reported on the T-Rex races, NYSA Elko Co Gold, there were a lot of positive reviews and some tweaks they are going to need to do for next year. Tony reported the only thing he had heard was they wanted both weekends. August 25 and Sept 1<sup>st</sup> will be good days. We will need to invest in more suits. Giovanni stated the stands were full and it really brought the people in. It would be a great sponsor for Sinclair dinosaur to sponsor the races. Roy stated there were several people that stated we need betting on this, but we can Calcutta only. Discussion on what they can do. They will also run some kids next year. No other discussion on the fair.

2023 Elko Co Fair Planning:

*Action Item*

Concert-August 24, 2023, Ben McKnight reported if we are going with the group we had talked about before then Kim will start negotiations. Stage is \$3,500.00 Sound lighting and back line came out to normally \$26,000.00 with discounts will be \$22,237.75. We are looking at the Front Men right now. Giovanni amended his original motion to accept to give Kim permission to negotiate with the Front Men for August 24 for \$25,000.00 and approve the expense for Stage \$3,500.00 for lighting and accessories \$22,237.75. Roy Elsner seconded all approved.

Grounds Reports: *Action Item*

Grounds Manager JT reported he let the guys go about 3-4 weeks ago as there aren't really any events. After the Halloween event they will tear out the bridge and repair it going into the barn area. Discussion on the bathroom remodels doing it now till early spring. Making one bathroom all men's and the other one all women. Also making ADA Compliant with ramps. Angela stated Tess Morgan reached out to them with a nonprofit called Community Cares. She wanted to know if the fairgrounds could be the hub for this and people would drop off cans for them to recycle. The Board didn't have a problem with them doing this. Roy Elsner stated they talked about putting more storage under the grandstands down by the cowboy bar. Maybe it can be done during the winter while we are doing the bathrooms. Nothing else to report.

## **Treasurers Report and Fair Financial for 2022 Elko Co Fair: *Action Item***

JJ Roemmich presented the report from August 10, 2022, to October 12, 2022, bills paid, bills still owed and claims to the improvement fund. Justin McDermott made the motion to approve the report with total bills paid in the amount of \$273,075.10 Giovanni Puccinelli seconded; Tony Buzzetti abstained all other board members approved.

## **Committee Report: *For Possible Action Item***

•**Office-** nothing to report.

•**Home Arts/Vendors-** Cori Rainwater reported they had 532 exhibitors and 35 out of 39 vendors show up. Nothing else to report

• **Stockhorse Committee:** Tony reported we have been to the REC Board and ECVA meetings and we ran approximately 1100 head of cattle through the fairgrounds over the two weekends of fair and we did not have any issues. Need to have a stockhorse meeting in November. Nothing else to report.

• **Marketing/Promotions:** Daryl Santos reported he is sorry he could not be of help due to health reasons during the fair but looks like all is good. Nothing else to report.

•**Racing Committee:** Giovanni thanked Yolanda for everything. Had had a new bunch of people in the bank this year and they are going to come back again next year. Overall, we ran 50 races and had a great year of betting no horses or jockeys hurt. He got lots of compliments and some complaints. Justin thought it was a good year and thanks to Brian on handling some of the racing problems. Brian reported on the racing from his end and handle was way up here and in Ely. We have not handled this much money since 2010. The short fields we have no control over that. We have 2 violations during the fair one on entering a dead horse and one trainer just didn't bring the horse to the paddock both were fined. They got four more from the drug results that were violations. Most were forbidden drugs, and both are forfeiting the purses and we will redistribute those purses to the other winners. A total of 6 violations this year. We are going to make a change on the claim box, and we are going to possibly bring in a portable office for the Gaming guys during the fair. George Kleeb worked out great. The contract for the track vet went from \$28,000 to \$42,000 and he is going to try to request more money for the next year. Some changes coming. He will be around to help his successor. Giovanni stated he talked to Tony about the tote board and how much longer he is going to keep doing this. He stated 2-3 years. Need to investigate another option on the tote board betting machines. Yolanda reported Marietta Henry from Ely stated she might can get some of the people from Ely to come work the windows. Nothing else to report.

•**Admissions/Concessions-** Roy Elsner reported on the admissions and concessions part of the fair. He will put some stuff off for next meeting. He is getting a bid on making a handicap parking lot behind the buildings. Roy watched people with numerous dogs try coming through the gate. He would like to up the advertising on not allowing the dogs through the gate unless they are service dogs. Another big hole is we really need designated smoking areas. Thought everything went well and Tony stated he did a great job. Nothing else to report.

•**Livestock Show & Sale- Committee-** Ben McKnight reported it went well and the meat has been distributed. The Carcass contest was done a week ago. A Big thanks to the McKnight's and all they have done for the fair. The livestock sale was huge, and all the kids did extremely well. Nothing else to report.

**Additional reporting:** Tony reported on attending the Rec board meeting, and we gave a presentation on how the fair turned out. We also attended the ECVA meeting to give the same presentation. The boxes were all sold out for all six days and 2700 reserved seats and over 10,000 tickets sold. All in all a very good fair this year and Thank you to all that helped/volunteered and worked this year.

## **Public Comment:**

Angela reported at 4pm the 28<sup>th</sup> at Dreez for the Elko paper presenting for the Best Elko Event and other awards.

The safe grounds event is Oct 21-22 for a safe environment for kids to trick or treat.

Gary Mann has worked the beer booth for the past 4-5 years. Every time we have an issue sometimes Blach will come down and take care of it and sometimes they must fix it themselves. They lost a lot of beer sales because of this and is there some way to remedy this. They would like to do the blue star presentation again this next year. Giovanni responded they would like them to do the Blue Star presentation again and they will look into getting the problem solved with the beer distributor. Nothing else to report.

## ***Next Regular Meeting Date:***

***Wednesday November 9, 2022 @ 5:30 pm***

Elko County Fair Grounds Exhibit Building 1094 13<sup>th</sup> Street, Elko, NV 89801

***Meeting Adjourned.***

**Respectfully Submitted,**

***JJ Roemmich***

**Jennifer JJ Roemmich**

***Elko County Fairboard Secretary***



EVENT DATES: \_\_\_\_\_

EVENT TYPE: \_\_\_\_\_

**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: \_\_\_\_\_

**ALL EVENTS ARE REQUIRED TO DO A WALK THRU WITH GROUNDS MANAGER BEFORE AND AFTER EVENT**

**EVENT RENTAL IS REQUIRED TO BE PAID IN FULL BEFORE EVENT CAN BE HELD!**

**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	\$1,600.00 first day
*** (includes grandstands, main arena, concessions; only if managed by leasee; cowboy bar, announcers stand, lights until 10:30pm after that the lights \$40.00 / hour)	
*** (if concessions stand is outsourced to another group, they are required to fill out a contract, provide insurance and rental/cleaning fees)	
_____ Ticketed Event Each Additional Day	\$1,000.00 each additional day
_____ Ticketed Motorized events in addition to ticketed event chg.	\$1,000.00
For track or arena preparedness before and after event. If event needs additional dirt or setup this is the Events responsibility to bring in dirt and remove it.	
_____ Grandstand & Main Arena Area Day Use Only non-ticketed event:	\$400.00 per day
Includes: main arena, sound system, corrals, announcer stand, grandstand & parking lot <b>DOES NOT INCLUDE CONCESSIONS.</b>	
_____ Multiple Event Discount (3 or more dates scheduled Grandstand & Arena Area Only)	\$300.00 per day
<b>DOES NOT INCLUDE CONCESSIONS.</b>	
_____ 2 <sup>nd</sup> Arena (back arena) Includes: arena, sound system & announcers stand.	\$250.00 per day
<b>DOES NOT INCLUDE CONCESSIONS.</b>	
_____ Grandstand, Main and back Arena Area Night Use:	\$40.00 per hour for lights
_____ Event Cleanup Deposit (clean up after event-grandstands & around arena) refundable	\$500.00 per event
_____ Large Concession Stand (\$1,000.00 Additional Refundable Cleaning Deposit)	\$400.00 per day
_____ Clubhouse (skybox in grandstands)	\$500.00 per event
_____ Pari-Mutuel Building	\$60.00 per day
_____ Exhibit Building Use (required cleaning deposit \$300.00)	\$650.00 per day
_____ Exhibit Building Winter Rate (Nov-April)	\$850.00 per day
_____ Exhibit Building Set Up/tear down Day (must be paid to receive keys)	\$200.00 per day
_____ Tables \$5.00 each (circle one) _____ Chairs \$1.00 each	\$ _____ # _____
_____ Charge for ECFB Employee event set up or use during.	\$50.00 per man hour
_____ Bull Barn	\$200.00 per day

_____ Racing Office	\$100.00 per day
_____ Cowboy bar	\$150.00 per day
_____ 4-H Barn	\$150.00 per day
_____ Auction Barn (includes small concession stand) ***	\$250.00 per day
_____ Auction Barn-Ticketed event only	\$400.00 per day
_____ Corrals only	\$80.00 per month
_____ Corrals Overnight Truckload	\$150.00 per truck load
_____ Monthly Stall Rent	\$120.00 per month
_____ Monthly Tack Stall Rent	\$10.00 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 (only allowed during events)	\$30.00 per day
_____ Additional Electrical Hook up	\$10.00 per day
_____ Concessions Trailers Electrical Hook Up	\$50.00 per day

\*\*\* **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. **Fairground's 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. If an event outsources the concessions stand, the entity that is using it MUST fill out a contract, provide insurance and pay the cleaning deposit/ rental fees of the concessions stand.**

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. All events are required to do a walk through before the event and after the event with a sign off the conditions of the grounds. Not doing this will possibly result in not refunding the cleaning deposit.**
  - (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) **Any event outsourcing the concessions stand will have the entities or entity using it provide a contract, insurance and paid (refundable) cleaning deposit as well as rental for concessions stand.**
5. That should Sublessee be involved in putting on a show that involves the use of any motor driven vehicle, 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 racetrack portion of the said premises may be closed by the Sublessee during the term of this lease, provided Sublessee reopens the racetrack 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	\$ _____
50% Deposit at Signing of Lease	-\$ _____
<b>Total Amount Due (payable no later than 10 days after event)</b>	<b>\$ _____</b>

Refundable deposits owed to Sublessee after event (concessions or exhibit building) \$ \_\_\_\_\_

NOTICE:

All Events will need to:

- **Call the City of Elko 775-777-7138 Licensing Technician Debbie Henseler on all applicable taxes and licenses for ANY event at the Elko County Fairgrounds.**
- Set up garbage service prior to the event with Waste Connections AKA Elko Sanitation 738-3771
- Required to set up meeting with the Grounds Supervisor JT Taravella (775)397-7925 for a walk through of the fairgrounds; or areas of use signing off; before and after event.

*NOTE: please return the signed lease, required deposits to hold dates (concession deposit must be in separate check) and Proof of Insurance (we are required to have all deposits and proof of insurance **TO HOLD A DATE.**) Grounds manager will need to be paid in full before event rental with proof of insurance or there will be no event). If you have any questions, please call Elko County Fairgrounds Manager JT Taravella 775-397-7925 leave a message and we will return your call ASAP.*