# Elko County Agricultural Association, District #4 Aka Elko County Fair Board Fairboar Chairman

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:

#### Fairboard Members

Chairman/Stockhorse/Livestock-Tony Buzzetti Executive/Racing Committee- Justin McDermott Executive/Stockhorse Chairman/Livestock - Jon Ross Concessions/Vendors -Angela Taravella Stockhorse Committee –Millie Wakley Home Arts/Admissions Chairman- Cori Rainwater Livestock/Stockhorse Committee- Jay Dalton Parimutuel.



TUESDAY, OCTOBER 15, 2024, at 5:30 p.m.

## Exhibit Building Elko County Fairgrounds 1090 13<sup>TH</sup> St, 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 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.

- Call to order: Chairman
- Prior Meeting Minutes-

Action Item

the approval of the August 14, 2024, 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.

#### • <u>Carnival:</u>

Action Item

Discussions and consideration of the carnival and the parking lot. Marking spaces to utilize the space better.

#### • Silver State Trade Show:

Action Item

Discussion and consideration of using the exhibit hall for the Silver State Trade show during Cowboy Poetry.

#### • High School Wrestling:

Action Item

Discussion and consideration of using the exhibit hall for practice.

#### • Grounds Rental Rates, Contracts, Arena signs and Banners:

Action Item

Discussion and consideration of any changes to the contracts or ground rental rates including an added fee on concessions and liquor sales, arena signs and banners for 2025.

#### • 2024 Elko Co Fair Discussion:

For Possible Action

Discussion and consideration of the 2024 Elko County Fair pros and cons.

Supplies needed to purchase before Fair 2025- metal chairs and tables & chairs in clubhouse.

#### Grounds Report:

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.

### • Treasurers Report with Preliminary 2024 Elko Co Fair 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

- o Discussion on reports from the: Office: JJ Roemmich
- o Home Arts/Admissions: Cori Rainwater
- Stockhorse: John Ross Tony Buzzetti, Millie Wakley, Jay Dalton
- o Marketing-Promotions: Daryl Santos
- o Racing-Pari-mutuel: Goivanni Puccinelli, Justin McDermott, Yolanda Duran
- o Vendors/Concessions: Angela Taravella
- Livestock Show & Sale: Jay Dalton, Tony Buzzetti, Giovanni Puccinelli
- Other Committees reporting

#### • Public Comment:

#### Information Item

This time is devoted to comments by the general 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: TBD @ 5:30 pm NOVEMBER 13, 2024 JANUARY 8, 2025

#### **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: <a href="mailto:ecfbsecretary@gmail.com">ecfbsecretary@gmail.com</a> or on the website <a href="https://www.elkocountyfair.com">www.elkocountyfair.com</a>

ELKO COUNTY FAIR BOARD PUBLIC MEETING MINUTES Wednesday August 14, 2024 5:30 pm Elko Co Fairgrounds Exhibit Hall 1094 13<sup>th</sup> Street ELKO, NEVADA

#### **BOARD MEMBERS PRESENT:**

Tony Buzzetti Justin McDermott Cori Rainwater Jay Dalton

Amelia Wakley John Ross Angela Taravella

#### **BOARD MEMBERS & STAFF NOT PRESENT:**

Justin Reeves, Grounds Manager

#### STAFF PRESENT

J.J. Roemmich, Secretary/Treasurer Daryl Santos Yolanda Duran-Parimutuel

**GUESTS** 

Sheriff Ana Bribiesa Sheriff Shawn Auvil Ben McKnight-Livestock Chip Stone

\* \* \* \* \* \* \* \* \* \* \* \*

Elko County Fair Board Chairman Tony Buzzetti called the regular monthly meeting to order at 5:34 p.m.

#### Minutes: Action Item

Meeting Minutes from the Regular monthly meeting July 12, 2024. Justin McDermott moved to approve the meeting minutes as presented, Angela Taravella seconded the motion, all board approved.

**Public Comment:** Information Item

None

2024 Elko Co Fair Planning: Action Item

Nothing to report

#### **Concessions and Cowboy Bar:**

Action Item

The Elko Police group hasn't gotten back on being open on Thursday. We will need some kind of concessions for Thursday events maybe a food truck and pull it into the side of the cowboy bar. Also, the small concessions stand for the livestock area. School is in session. We will have a michelada wagon too between the beer wagons. Karen is all up to speed and on board. Has all the other stuff squared away.

## Racing-Stakes Race reports, Race Announcer, Track Stewards, Paddock, Weigh Off Judges, Stalling, Registry, Starting Gate, and Losing Ticket Barrel: \*\*Action Item\*\*

Secretary JJ Roemmich reported on entry numbers of the stakes races and Justin McDermott made the motion to just move up the amounts up on the purses to the next \$1,000 on the amounts. John Ross seconded all approved.

Race Announcer-Justin McDermott talked to John Petti he has made \$175.00 for the last 15 years and would like to raise it to \$200.00 per day.

Track Stewards are George Kleeb, Giovanni Puccinelli. Pat Laughlin will do the weigh off judge. Choraliers will do the bugling. Tony is working on a few guest announcers. We are having trouble getting head numbers for the races.

The Landfill phone numbers he will give to Justin for anything we need there. The paddock is good too Terry is returning, and he will also do stalling. Starting Gate-we are ok and have a few that are part time.

Losing Ticket barrel- Justin McDermott made the motion to do the losing ticket barrel money each day. Millie Wakley seconded the motion all approved.

#### Livestock Show & Sale: Action Item

Waiting to hear back from Atkinson Sound, they haven't been contacting us back they claim they are waiting on parts. Chip stone will get us a sound system. Judges room and airline are taken care of, and we will need to get him a rental car and get him from the airport. Will do the parade of champions again this year.

#### Security: Action Item

Sheriff Anna Bribiesa reported on the dates and when the Sheriff's department are going to be available. Need to reduce the number of vehicles parked in the barn area. They can park in the parking area between the buildings, and we will need a cadet or someone for the stalls up top from 7-10am. 30<sup>th</sup> thru the 2<sup>nd</sup>. Still need someone at the back gate. Bar closes at 11:45pm and push people out at midnight.



#### Grounds Reports and Improvements Update: For Possible Action Item

Chairman Tony Buzzetti reported we are going to have to bring in some more sand in the arenas. Tuesday morning will have the NYTC cleaning the exhibit building. Need the cabinets pulled into the building for them by Monday. Western will donate a pallet of water for volunteers. The big dumpster will need to be moved before Thursday as Tony will unload there.

Bathrooms- county signed off on the plans and to make it handicap accessible. We won't do this now and after all events they will start and finish that project.

Nothing else to report.

#### Treasurers Report:

Action Item

JJ Roemmich presented the report from July 10, 2024, to August 14, 2024. Bills paid, bills still owed and any for claims to the funds. The total bills paid were \$117,569.45 Justin McDermott moved to accept the report of the total bills paid were \$117,569.45. Millie Wakley seconded. All approved.

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

- > Office: Secretary JJ Roemmich reported on the admissions, office operations. Nothing Else to Report.
- **Home Arts/Admissions:** Cori Rainwater reported everything is going well. Adrienne has been working hard to get food for both days of entries and judging donated. Nothing additional to report.
- **Stockhorse:** John Ross reported we have hay coming in on Monday and cows will start on Friday. Gary Stark will be the judge for the stockhorse classes, Steve Wines will do the Co-Ed Branding judging in place of Tony or Rocky. Nothing else to report.
- Racing/Pari-mutuel: Justin reported everything is all set up and ready to roll. Yolanda reported she has 32 windows available and 25 committed sellers. 22 are returning and 3 are new. Training is 6:30pm Thursday evening. Goivanni Puccinelli reported on the new parimutuel equipment person we are looking at due to Tony Harris's retirement. It will be almost completely automated with Kiosk tellers. Nothing else to report.
- ➤ <u>Vendors/Concessions:</u> Angela Taravella reported we have 40 vendors with 2 not having paid yet. Carnival is ready and will be here and open the first weekend. GBC will let us use their lot both weekends and will trade for a booth space. We are set up with the convention center for the shuttle bus and the shuttle bus is set up too. Nothing to report.
- Marketing and Promotions: Daryl nothing to report.
- Livestock Show & Sale-Committee- Nothing new to report.
- ➤ Other reporting items: Chairman Tony Buzzetti reported he has been trying to get arranged awarding Connie for Roy's retirement buckle and will try to do it on Sunday with the Branding finals.

#### **Public Comment:** Information Item

None

Next Regular Meeting Date: Tuesday October 15, 2024 @ 5:30 pm Elko County Fairgrounds Exhibit Hall 1090 13<sup>th</sup> St 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 |  |



## ELKO COUNTY AGRICULTURAL ASSOCIATION District #4 AKA: ELKO COUNTY FAIR BOARD

P O Box 2067 --- Elko, Nevada 89803

| 1 O DUX 2007 EIKU,   | 11CVaua 07003  |   |   |   |
|--|--|---|---|---|
|  | SU   | BLEASE  |   |   |
| by and between ELKO organized and recognized   | COUNTY AGRICU<br>ed state institution pu<br>OUNTY FAIR BOA<br>'Sublessor" and  | into thisday of<br>LTURAL ASSOCIATION, A<br>ursuant to and by virtue of Ch<br>RD, by and through its duly a                                     | Agricultural Da<br>apter 547, NR<br>authorized offi | istrict #4, a duly S, commonly known as icers, Party of the First |
| Contact Information: Nam   | ne:  | Party of the Second Part, h   | iereinafter call                                    | led "Sublessee".  |
|  |  | City:   | St · 7ii  | n:  |
|  |  | E-Mail:   |   |   |
|  |  | LK THRU WITH GROUNDS M  |   |   |
|  |  |   |   |   |
| EVENT KEN  | I AL 18 REQUIRED   | TO BE PAID IN FULL BEFO<br>WITNESSETH:  | <u> PRE EVENT C</u>                                 | <u>AN BE HELD!</u>  |
| Sublessee these portions h<br>Grounds, together with su  | ereinafter designated a<br>ch personal property a  | t and performed by Sublessee, do<br>not those certain premises known<br>is hereinafter indicated, all of wh<br>Clubhouse is not included in any | generally as the                                    | e Elko County Fair<br>I in the City of Elko,                      |
|  |  | AIR GROUNDS RENTAL RA   |   | _   |
| Reservation Deposit (NO<br>Ticketed Events   | N-REFUNDABLE due at t  | time of booking) will be added towards  |   |   |
| ***(includes grandstands, main as  ***(if concessions stand is ou                                  | tsourced to another group, the rance and rental/cleaning fee   | ged by leasee; cowboy bar, announcers star<br>ney are required to fill out a contract,<br>s)  |   |   |
|  | vents in addition to ticket  | ed event cha  | \$1,000.00  | ,   |
| For track or arena prepar is the Events responsibil  Grandstand & Main A  Includes: main arena, so | redness before and after event.<br>ity to bring in dirt and remove<br>rena Area Day Use Only<br>und system, corrals, announcer | If event needs additional dirt or setup this it.  | \$500.00 per da                                     | y   |
| Multiple Event Disco   | INCLUDE CONCESSIONS. unt (3 or more dates scheduled INCLUDE CONCESSIONS.   | l Grandstand & Arena Area Only)   | \$300.00 per da                                     | у   |
| DOES NOT   | ) Includes: arena, sound s<br>INCLUDE CONCESSIONS.   |   | \$350.00 per da                                     |   |
| Staff Assistance-All (   | tractor/equipment, emplo   | yee assist, ground work)  | \$50.00 per hou                                     | ır  |
|  | l back Arena Area Night<br>it (clean up after event-gran   | Use:<br>ndstands & around arena) refundable   | \$40.00 per hour<br>\$500.00 per eve                | _   |
| Large Concession Sta   | nd (\$1,000.00 Additional F  | Refundable Cleaning Deposit)  | \$400.00 per da                                     | ay  |
| Clubhouse (skybox in   | grandstands)   |   | \$500.00 per ev                                     | rent  |
| Pari-Mutuel Building   |  |   | \$60.00 per day                                     | ,   |
| Exhibit Building Use   | (required cleaning depos   | it \$300.00)  | \$650.00 per da                                     | ay  |
| Exhibit Building Win   | ter Rate (Nov-April)   |   | \$850.00 per da                                     | y   |
| Exhibit Building Set   | Up/tear down Day (must b   | e paid to receive keys early)   | \$200.00 per da                                     | y   |
| Tables \$5.00 each   | (circle one)   | Chairs \$1 00 each  | \$  | #   |

| superintendent will count stalls with an event representation   | endent's count stands as counter hours later. (8:00 A. M. the next lifty percent (50%) of the total of blessor at the time this Subleas onal \$1,000.00 for Track/Arena estand, the entity that is using ites of the concessions stand. The provision of this lease and in the provision of this lease and in the stand of the Sublessor's office building at | d and reported.  It day)  Estimated cost for use of the estimated by both parties.  In preparations due when event is t MUST fill out a contract, proveno event shall the residences on the graph thereon, required by Sublessor, on theday of |  |  |
|---|---|--|--|--|
| *One day starts at 8:00 A.M. and ends 24 Deposit: A one-time non-refundable deposit of fi premises shall be paid by the Sublessee to the SubMotorized events will also have to pay the additions scheduled. If an event outsources the concessions insurance and pay the cleaning deposit/ rental feet only those items above checked shall be subject to above-described premises or such portion or portion considered as being applicable to this lease. | endent's count stands as counter hours later. (8:00 A. M. the next lifty percent (50%) of the total exploses or at the time this Subleas onal \$1,000.00 for Track/Arena estand, the entity that is using ites of the concessions stand. The provision of this lease and in as of the Sublessor's office buildings.   | d and reported.  It day) estimated cost for use of the e is signed by both parties. It preparations due when event is It MUST fill out a contract, proveno event shall the residences on the ing thereon, required by Sublessor,               |  |  |
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| superintendent will count stalls with an event representation designated time the superintendent will count stalls with an event representation.  | endent's count stands as counte   | d and reported.  |  |  |
| *** <b>NOTICE:</b> Stalls for events are billed at \$10.00 be used, for events lasting more than one day,   | the single highest one-day stall of   | count will be used. Fairground's   |  |  |
| Concessions Trailers Electrical Hook Up   |   |  |  |  |
| Additional Electrical Hook up   |   | ).00 per day<br>).00 per day   |  |  |
| R. V. Overnight (only allowed during events)  |   | 0.00 per day.  |  |  |
| Large Parking Lot   |   | \$300.00 per day   |  |  |
| Winter Tank Heater Charge (additional to monthly re   |   | 0.00 per month   |  |  |
| Overnight Stall rent (nonevent)   |   | 5.00 per day   |  |  |
| Monthly Tack Stall Rent   |   | 0.00 per month.  |  |  |
| Monthly Stall Rent  |   | 20.00 per month.   |  |  |
| Corrals Overnight Truckload   |   | 50.00 per truck load   |  |  |
| Corrals only  | \$80  | 0.00 per month   |  |  |
| Bull Barn   | \$20  | 00.00 per day  |  |  |
| Auction Barn-Ticketed event only  | \$40  | 00.00 per day  |  |  |
| Auction Barn (includes small concession stand)  | *** \$23  | 50.00 per day  |  |  |
| 4-H Barn  | \$13  | 50.00 per day  |  |  |
|   | \$13  | 50.00 per day  |  |  |
| Cowboy bar  | •   | 00.00 per day  |  |  |
| Racing Office   | \$10  | 00.00 1  |  |  |

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 \$1,000,000,000 per person per accident and \$1,000,000,00 per accident and property damage of \$1,000,000,000.

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.
- 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

| Ву   |             |                         |                                 |
|--|-------------|-------------------------|---------------------------------|
| Title  |             | Sublessor               |                                 |
| By   |             |                         |                                 |
| Title  |             | Sublessee               |                                 |
| Grounds rental Event:  |             |                         |                                 |
| Dates:   |             |                         |                                 |
| Type of rental   |             | \$                      | <del></del>                     |
| Additional   |             | \$                      |                                 |
|  |             | \$                      | <del></del>                     |
|  |             | \$                      | <del></del>                     |
|  |             | \$                      |                                 |
| Total Amount Due for Grounds Rental                            |             | ¢                       |                                 |
|  | `           | \$                      |                                 |
| Reservation Deposit due (non-refundable) (date paid            | ŕ           |                         | deducted from total after event |
| Total Amount Due (immediately following event)                 | \$          |                         |                                 |
| Refundable cleaning deposits owed to Sublessee after event (co | ncessions o | or exhibit building) \$ |                                 |
| NOTICE:  |             |                         |                                 |

All Events will need to:

- > <u>Call the City of Elko 775-777-7138 Licensing Technician Annette Robinson on all applicable taxes and licenses for ANY event at the Elko County Fairgrounds.</u>
- ➤ 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 Justin Reeves (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 or text Elko County Fairgrounds Manager Justin Reeves 775-397-7925 leave a message and we will return your call ASAP.