

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 March 12, 2025, at 5:30 p.m.

VENUE:Elko County Nannini Administration Building Suite 102

569 Court Street Elko, NV 89801, 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

Join Zoom Meeting

<https://us06web.zoom.us/j/88339571090?pwd=irbZmZFN8auybGJZ8Hw10gzc0Ts8aY.1>

Meeting ID: 883 3957 1090

Passcode: 821350



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/Roll Call:**
- **Prior Meeting Minutes-** *Action Item*
the approval of February 12, 2025, meeting minutes.
- **Board & Committee Vacancies/Appointments:** *For Possible Action*
Appoint new members of the board to committee positions and make a recommendation to the Elko County Commissioners for the stockhorse board members still needing filled.
- **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.
- **Grounds Contracts & Rental Rates:** *For Possible Action*
Update, discussion and consideration of the changes made to the contracts for ground rental rates for 2025 and future years.
- **Livestock Committee Updates and Rule Changes:** *For Possible Action*
Discussion and consideration of the livestock rules, rabbit judge pay at \$300.00 and 2 nights in a motel, add committee members- potentially 2 at large members and a rabbit person, Camp dates and expenses, large animal judge expense, and meat replacement.
- **2025 Elko Co Fair planning:** *For Possible Action*
Update on progress with 2025 Elko Co Fair planning and events.
- **Grounds Report 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. Update on the bathroom project.
- **Treasurers Report** *For Possible Action*
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/Admissions: Cori Rainwater
 - Stockhorse: John Ross Tony Buzzetti, Jay Dalton
 - Marketing-Promotions: Daryl Santos
 - Racing-Pari-mutuel: Justin McDermott, Justin Wines, Yolanda Duran
 - Vendors/Concessions: Kameron Clifford
 - Livestock Show & Sale: Jay Dalton, Justin McDermott
 - Other Committees reporting
- **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: April 9, 2025, at 5:30 pm

Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

ADJOURNMENT

CLOSED PERSONNEL SESSION

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, Elko Post Office, Elko County Fairgrounds office, www.elkocountyfair.com

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 or on the website www.elkocountyfair.com

**ELKO COUNTY FAIR BOARD
PUBLIC MEETING MINUTES
WEDNESDAY FEBRUARY 12, 2025**

5:30 pm

**Elko County Nannini Administration Building Suite 102
569 Court Street Elko, NV 89801**



BOARD MEMBERS PRESENT:

Justin McDermott Jay Dalton John Ross

BOARD MEMBERS & STAFF NOT PRESENT:

Tony Buzzetti Cori Rainwater Yolanda Duran-Parimutuel

STAFF PRESENT

J.J. Roemmich, Secretary/Treasurer Daryl Santos
Justin Reeves, Grounds Manager Ben McKnight-Livestock

GUESTS:

Andrew Olson Nevada Gaming Control	Rich & Dawn Leyva	Aaron Means
Franki Woods	Rusty Barr	Tabitha McGarr
Kameron Clifford	Pat & Cathy Laughlin	Lori Gilbert
Tyler Seal	Heather Dahlman	Sarisha Martin
Tyler Warner	Colt Stoddard	Jared Ellison
Miranda Preston	Allie Preston	Amy Ellison

Elko County Fair Board Vice Chairman Justin McDermott called the regular monthly meeting to order at 5:32 p.m.

Minutes:

Action Item

Meeting Minutes from the Regular monthly meeting January 8 & 15, 2025. Jay Dalton moved to approve the meeting minutes as presented, John Ross seconded the motion, all board approved.

Board, Staff & Committee Vacancies / Appointments:

Action Item

Justin McDermott reported on the 4 that have applied. Justin Wines is recommended for parimutuel and Kameron Clifford for concessions and vendors. Jay Dalton made the motion to recommend Justin Wines and Kameron Clifford for the 2 spots for parimutuel and concession and vendors and hold off on the stockhorse position till March for more board members to be present on the decision. John Ross seconded and all approved.

Public Comment:

Information Item

Dawn Leyva thanked the board and Justin Reeves for supporting the Silver State Trade Show.

Boys N Girls Club Concert / High Desert Festival:

For Possible Action Item

Rusty Bar discussion on the High Desert Festival for July 11-13 for the 3 days. He wants to also ask for the June County under the stars date June 5th. Jay Dalton moved to approve the dates according to the fee structure we approve later in this meeting. John Ross Seconded all approved

Elko Swim Meet Banquet:

For Possible Action Item

Heather Dolan president of swim team board. Wants exhibit hall May 1st. It is available John Ross moved to have the banquet on May 1st. Jay Dalton stated she should work with Justin on the date. All approved.

Livestock Rule Changes:

For Possible Action Item

Ben McKnight discussed the rule changes. John Ross moved to approve the rule change on the 5th year project/from 5th year breeding animal to showing in the showmanship class any animal. Jay Dalton Seconded Public Comment: Tabitha McGarr asked about the public apology release about the meat situation and is there going to be a discussion. The rabbit judge selection and sending a contract. The discussion on another rule change with participation in the club being 80%. Need further discussion on the club participation rule before it is voted on. Justin McDermott responded that we are having a livestock meeting coming up for these discussions. The original motion was approved.

Cowboy Mounted Shooting:

For Possible Action Item

Aaron Means would like to continue to use the back arena on available Sundays. John Ross moved to approve the cowboy mounted shooting and Jay Dalton seconded. All approved

Demolition Derby:

For Possible Action Item

Get Wrecked Demo Derby Tyler Warner and wife, October event- went over their expenses and how event went down.. October 4th they would like the arena. Jay Dalton made the motion for their date to be approved. John Ross Seconded all approved

Grounds Contracts & Rental Rates: *For Possible Action Item*

Discussion on the rental rates that were changed in November 2024. Jay Dalton moved to move this to the executive board for the time being to be brought to a full fairboard meeting for a decision in front of the full board. John Ross moved the agenda item to the March meeting. Jay recommends that the executive committee meet and discuss with our long-time renters and come to a decision on new rates. Tabled to March 12th meeting.

2025 Elko Co Fair Planning / Racing Parimutuel:

For Possible Action Item

Nothing new to report.

Grounds Reports and Improvements Update:

For Possible Action Item

Grounds Manager Justin Reeves reported on the grounds improving the cowboy bar area getting a drain in there to get water to run to the creek and leveling it, so we do not have the puddle there where the stage is. Also widening it out so there is not so much congestion there. Justin to work on getting cost estimates for the French drain project in the cowboy bar area, look into the cost of installing a sliding fence at the front gate of the grandstands, to proceed with installing Ring cameras and floodlights at the fair office and the exhibit building. JJ Roemmich reported on more improvements we are going to need for fair and other events. We will need better internet for running credit card machines during events. Starlink is doing really well here. JJ Roemmich brought up the clubhouse and needing new tables. The Stampede has stools already and will leave them for the fair if we purchase more tables. Jay Dalton moved to approve of up to \$2000.00 for the table, stools and chairs for the clubhouse improvements to be taken from the improvement fund. John Ross seconded the motion. All approved.

Treasurers Report:

Action Item

JJ Roemmich presented the report from January 8-February 6, 2025. Bills that have been paid, bills still owed and any for claims to the funds. The total bills paid/unpaid were \$24,320.05 Jay Dalton moved to accept the report of the total bills paid were \$24,320.05 John Ross second. All approved.

Committee Report:

For Possible Action Item

- **Office:** JJ Roemmich reported on going to the ECVA Funding meetings and working in conjunction with them and a new advertising agency which will do more digital advertising with geo fencing and direct area advertising.
- **Home Arts/Admissions:** Nothing else to report.
- **Stockhorse:** John Ross talked to NGM, we are good with cattle and hay. John Ross moved to approve \$250.00 per day for the stockhorse secretary Jay Dalton seconded. JJ has been talking to Katie Jones. All approved. We are going to have a breakaway roping on Saturday the first weekend.
- **Racing/Pari-mutuel:** Nothing else to report.
- **Vendors/Concessions:** JJ Roemmich reported on the vendor wanting to sell knives. Nothing to report.
- **Marketing and Promotions:** Daryl Santos made initial contacts with Blach, Great Basin, Empire, and Les Schwab. Getting official contract signed by early April with Blach & Great Basin Beverage. He is also going to look into Travel Nevada for Grants.
- **Livestock Show & Sale- Committee-** Ben McKnight we are working on the rest of the meat we know about. Need to refund John Wright for his resale amount. Can not have any poultry at the fair due to the Nevada State Vet. Jay encouraged anyone on the livestock to go to Ida Meats and tour the facility. They will have a livestock meeting to make recommendations.
- **Other reporting items:** nothing to report.

Public Comment:

Information Item

Tabitha McGarr reported to the vendor concessions and whatever is in the contract for the weapons. I don't know how specific that is, but I know, like the Orbi guns have been a problem, and I'd hate to see a racehorse, or somebody get hit with that. I don't know if that's included in the weapons segment of the contract. But if that could be kind of looked at, some of the toys that they're selling could also be considered weapons. If we just kind of review that with our vendors. I wish these kids could just have fun, but they have impulses they cannot control. And that was just. It was an incident last year, and I, you know mainly they were shooting each other when they didn't want to be shot whatever. But I'd hate to see our animals, any of them, the resources, any other livestock animals get hit.

Next Regular Meeting Date:

Wednesday March 12, 2025 @ 5:30 pm

Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

Meeting Adjourned.

Respectfully Submitted,

JJ Roemmich

Jennifer JJ Roemmich

Elko County Fairboard Secretary



ELKO COUNTY FAIR BOARD TREASURERS REPORT

Period February 6, 2025 thru March 5, 2025

budgeted for 2024-2025

According to bills put in

600 Fund Improvement Fund

budget availab

\$21,000.00

\$21,000.00

601 Fund Operating

budget availab

\$54,000.00

\$19,548.03

615 Fund Race Purse Fund

to date

\$13,387.17

county fund report

Collections mth

Revenue Month

Jul	Jun	\$4,451.29
Aug	July	\$3,978.29
Sept	Aug	\$4,957.59
Oct	Sept	
Nov	Oct	
Dec	Nov	

Collections mth

Revenue Month

Jan	Dec
Feb	Jan-24
Mar	Feb
Apr	Mar
May	Apr
Jun	May

Bank Balances

EFCU #1	current balance	\$77,426.11
	6 Month CD to mature July	\$100,279.45
	stockhorse Accum in cd	\$15,661.00
	EFCU kids class CD	\$5,667.60
EFCU 03	Balance race nomination monies only**	\$95.41

Elko Federal Credit Union Checking Account	\$33,180.84
Elko County Livestock Show & Sale checking Acct	\$11,022.35
Elko County Livestock Acct Savings	\$26,028.33

INCOME 2025 Elko Co Fair

Race Sponsors	\$3,500.00
Ranchers Race Sponsors	
Wells Businessmen	
Racing Ads & Banners	\$11,450.00
QH Futurity	
QH Derby	
TB Derby	
Racing stall deposits	

Stockhorse Book Ads	
Stockhorse sponsors	
Home Arts/Livestock Exhibitor fees	
Livestock donations	
Vendor Booths	\$2,702.63
Merchandise Sales	
Reserved Seats	
Box Seats Fair	

BILLS

Elko Area Chamber of Comm	125.00
Home Depot	58.90
Hunt N Sons (fuel Card)	135.17

to claim *

Utilities & Services paid each month

NV Energy	
Elko Municipal Water Dept	\$866.94
Southwest Gas	\$707.21
City of Elko Landfill	
Elko Sanitation monthly dumpster	
Norco	\$24.36
Frontier	\$912.56
Elko County Nev employee ins	\$3,036.00
PERS	\$2,677.53
Payroll Taxes	\$1,000.46
Payroll	\$7,843.34
Go Daddy	\$18.98
Halo Pest Service	\$75.00
Ruby Mountain Spring Water	\$13.00
Sponson Seekers- March	\$1,000.00
Terrys Porta Potties	\$88.00

Income grnds

- Monthly Stalls
- Overnight Stalls
- Electrical hookups
- Buildings & Grnds Rental
- Reservation Deposits
- Hay

Room Tax money received Jan \$11,450.02

Livestock Checks not Cleared

1399 Hesston Vasquez \$1,651.50

Elko Fed CU Visa Details on Back 2,513.00

Total to Claim Operating Fund

Total To Claim Improvement fund

Total Paid \$20,095.45

CREDIT CARD CHARGES

EFCU Visa

LIVESTOCK EXPENSES

3-Mar Adobe	\$54.99	25-Feb John & Susan Wrigh	2416.18
3-Mar ATT	\$514.58		
25-Feb Amazon	\$101.61 Tables 2		
5-Mar Amazon	\$428.32 tables 8		
5-Mar Speedhorse Mag	\$915.00		
3/4/2025 Whitecloud	\$298.85		
14-Feb Shutterstock	\$29.00		
24-Feb Zoom-annual	\$159.90		
29-Jan Amazon	\$8.56 files		
12-Feb tax 1099	\$2.19 filing		
			<u>\$2,416.18</u>

TOTAL 2,513.00

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

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

All events are required to provide proof of insurance, city & health permits and liquor licenses.

Reservation Deposit-required (NON-REFUNDABLE due at time of booking) will be added towards fees. \$250.00

Cleaning Deposit-required (can be refundable towards total bill once event is cleaned up) \$500.00

Ticketed/Gated Events EXCLUSIVITY OF GROUNDS- \$4,500.00 1st day, \$2,500.00 each additional 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/cowboy bar is outsourced to another group, they are required to fill out a contract, provide insurance and rental/cleaning fees)**

Ticketed Track/Arena preparedness in addition to ticketed event chg. \$1,000.00

For track or arena preparedness before and after an event. If the 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: \$500.00 per day

Includes: main arena, sound system, corrals, announcer stand, grandstand & parking lot
DOES NOT INCLUDE CONCESSIONS.

2nd Arena (back arena) Includes: arena, sound system & announcers stand. \$350.00 per day

DOES NOT INCLUDE CONCESSIONS.

Grandstand, Main and back Arena Area Night Use: \$40.00 per hour for lights

Staff Assistance-All set up / tear down or tractor/equipment, employee assist, groundwork. \$50.00 per hour

Large Concession Stand (\$1,000.00 Additional Refundable Cleaning Deposit) \$400.00 per day

Concessions Trailers / Food Trucks \$50.00 each per day

Bleachers (Portable)- each seat 284 (2 available) \$580.00 per day

Exhibit Building Set Up/tear down Day (must be paid to receive keys early) \$200.00 per day

Exhibit Building Use (required cleaning deposit \$500.00) \$1,200.00 per day

_____ **Tables** \$5.00 each # _____ \$ _____

_____ **Chairs** \$1.00 each # _____ \$ _____

_____ **Auction Barn** (includes small concession stand) *** \$1,000.00 per day

_____ **Bull Barn** \$300.00 per day

_____ Racing Office	\$100.00 per day
_____ Cowboy bar	\$150.00 per day
_____ Sheep Barn	\$150.00 per day
_____ Pari-Mutuel Building	\$60.00 per day
_____ Corrals only	\$80.00 per day / \$250.00 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)	\$20.00 per day
_____ Winter Tank Heater Charge (additional to monthly rent)	\$50.00 per month
_____ R. V. Overnight full hook ups (only allowed during events)	\$40.00 per night
_____ R.V. Overnight Dry (only allowed during events)	\$20.00 per night
_____ Additional Electrical Hook up	\$15.00 per day

***** NOTICE:** Stalls for events are billed at \$10.00 per stall for the event. For Single Day Events, an actual stall count will be used, for events lasting more than one day, the single highest one-day stall count will be used. **The fairground's manager 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 reservation deposit of \$250.00 shall be paid by the Sublessee to the Sublessor at the time this Sublease is signed by both parties to reserve date. Ticketed events will also have to pay the additional \$1,000.00 for Track/Arena preparations due when the 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. All events must provide proof of City of Elko, Heath Dept permits and all liquor licenses. All remaining balances are due within 30 days after a ticketed event or a late fee can be charged.

Only those items checked above 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 \$1,000.00 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.*

Ticketed/Gated 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 _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Amount Due for Grounds Rental \$ _____

Reservation Deposit due (non-refundable) (date paid _____) -\$ _____ deducted from total after event

Refundable cleaning deposits owed to Sublessee after event \$ _____

Total Amount Due (immediately following event) \$ _____

NOTICE:

All Events will need to: provide proof of Health / City of Elko Permits and all liquor licenses.

- Call the City of Elko 775-777-7138 Licensing Technician for all applicable taxes and licenses for ANY event at the Elko County Fairgrounds. At least 30 days prior to the event date.
- **Set up garbage service prior to the event with Waste Connections AKA Elko Sanitation 738-3771**
Dumpster: Expected attendance dumpster requirements:
50 to 149 ppl = 1 dumpster 150 to 249 ppl = 2 dumpster
Cost per Elko Sanitation Rates 250 to 349 = 3 dumpster 350 + = 4 dumpsters
If the event is for more than 4 days long; promoter must schedule one add 'l trash pickup date for all dumpsters.
- *Set up porta potty service (if needed) prior to the event with Terrys Pumpin & Potties (775)738-6442*
- Required to set up a 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 and Proof of Insurance (required to have all deposits 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 Justin Reeves 775-397-7925 leave a message and we will return your call ASAP.

Capital Improvements SUGGESTIONS to the Fairgrounds:

1. Expand the grandstands on one or both ends. Bleachers behind East side of arena with premanufactured restroom behind them.
2. Expand the box seats on each end to open the middle for handicap seating
3. Move concessions stand out where lawn is and expand more bathrooms under grandstands
4. Exhibit Hall-
 - update lighting,
 - add air conditioning system for quieter rooms for meetings and events.
 - Update electrical and electrical plugs.
 - New ceiling
5. Street lights behind exhibit hall and flower building
6. Street Lights in cowboy bar area.
7. New Arena Lighting- front area
8. More power to grandstands-air conditioners on roof for clubhouse

Grounds Improvements-

1. Handicap seating ramp and decking in front of the grandstands
2. Repair/expand electrical in barn area for livestock areas.
3. Starlink internet & Anthem internet (new parimutuel machines will require both a hard line with satellite backup).
- 4.