# 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

**Fairboard Members**
Chairman/Stockhorse/Livestock-Tony Buzzetti
Executive Parimutuel – Justin Wines
Executive/Racing Committee- Justin McDermott
Concessions/Vendors/Concessions-Michelle Cromwell
Stockhorse Chairman- Jon Ross
Stockhorse Committee –Tyler Seal
Home Arts/Admissions Chairman- Cori Rainwater
[illegible]t/Stockhorse Committee- Jay Dalton

## PUBLIC MEETING NOTICE

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

## WEDNESDAY, OCTOBER 14, 2026, 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**

Elko County Fair Board is inviting you to a scheduled Zoom meeting.
Join Zoom Meeting
https://us06web.zoom.us/j/85389963108?pwd=S1Ns1n4RmxcbPAQebcEglUIon1Bsic.1

Meeting ID: 853 8996 3108
Passcode: 090567

**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.**

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- **Call to order**: Chairman.
- **Prior Meeting Minutes**- ***Action Item***
  Approval or changes to the August 12, 2026, 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.
- **High School Wrestling:** ***Action Item***
  Discussion and consideration of using the exhibit hall for practice.
- **Fairgrounds Lease:** ***Action Item***
  Discussion and consideration of the renewal of the City of Elko Lease on the Fairgrounds.
- **Grounds Rental Rates, Contracts, Arena signs and Banners:** ***Action Item***
  Discussion and consideration of any changes to the contracts or ground rental rates, arena signs and banners for 2027.
- **2026 Elko Co Fair Reporting:** ***For Possible Action***
  Report on the 2026 Elko Co Fair events, pros / cons and future changes or plans.
  - 2027 Elko County Fair- Plans and Suggestions.
  - 1960-1969 Elko High School Class Reunion Meet & Greet 2nd Sunday's 4:30-6:30pm by Cowboy Bar for a board annual event.
  - Racing-2026 report and what is in the future. Poleline truck for racing gate.
- **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** ***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/Admissions: Cori Rainwater
  - Stockhorse: John Ross, Tony Buzzetti, Tyler Seal, Jay Dalton
  - Racing-Pari-mutuel: Justin Wines, Justin McDermott, Yolanda Duran
  - Vendors/Concessions: Michelle Cromwell
  - Livestock Show & Sale: Jay Dalton, Tony Buzzetti,
  - 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: TBD**
Elko County Nannini Administration Building Suite 102 569 Court Street Elko, NV 89801, Elko, Nevada

**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, Elko Post Office, Elko County Fairgrounds office, Elko County Fair website

**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
# August 12, 2026, 5:30 pm
# Elko County Nannini Administration Building Suite 102
569 Court Street Elko, NV 89801

BOARD MEMBERS PRESENT:
Tony Buzzetti John Ross Justin McDermott
Tyler Seal Michelle Cromwell Jay Dalton

BOARD MEMBERS & STAFF NOT PRESENT:
Cori Rainwater Justin Wines Yolanda Duran-Parimutuel

STAFF PRESENT
J.J. Roemmich, Secretary/Treasurer
Justin Reeves, Grounds Manager

GUESTS:
Ben McKnight Jefferson Corn Chip Stone-City of Elko Garrett Tomera-Livestock Committee

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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 July 15, 2026. Jay Dalton moved to approve the meeting minutes, Michelle Cromwell seconded the motion, all approved.

## Public Comment: *Information Item*

Jefferson Corn is here to ask for permission to video some of the fair and wants to use it for visibility of the event and use it in a music video. Cannot vote on this now. He wants to get a video of team roping and some horse racing. It was suggested that he bring the video to the Oct board meeting for approval.

## 2026 Elko Co Fair Planning: *Action Item*

- **Concessions and Cowboy Bar:** *Action Item*
  Update and discussion on schedule for the concessions stand and contracted amount paid. Cowboy bar, beer wagons operations report. Michelle reported all the permitted is done, been in contact with all the same people we have used in the past. Rides and Rods will bring in a few vehicles the first weekend for display into the cowboy bar area.

- **Racing- Stakes Race Reports, Race Announcer, Track Stewards, Paddock,** *Action Item*
  Weigh Off Judges-Myra is bringing someone.
  Stalling, Registry-JJ reported on the current stall list.
  Losing ticket barrel-Jay moved to have and fund the losing ticket barrel Michelle seconded, all approved. Stakes races JJ updated on the numbers have some late pay ins for Futurity and Derbies.

- **Livestock Show & Sale:** *Action Item*
  Jay reported they have a different large animal judge as the last one back out. They recommend Josh Kunz to replace the large animal judge and have Samantha Anderson to do the dairy goats. Both need rooms. Jay moved to hire Josh and Samantha for the judge's fees with hotel and airplane. Justin M seconded all approved. ALL APPROVED
  JJ asked for an actual schedule of events of the livestock classes so we can answer questions when the office gets phone calls. They will do cleanup on Aug 22 but build the barns on the 19th and need a telehandler.

- **Security:** **Action** ***Item***
  Doug fisher was here at the last meeting, and they are pretty much up to speed. Battle Born will do the back gate every day except the 4th and FFA will do that day.

  - **Other Business:** The side by side and large equipment will come from Empire; Gallagher will donate a truck. Need signs made for ticket holders to go up to scan the tickets and a different line for purchasing. Also, no coolers in the grandstands. Tents on the grass should not be allowed. No tents, easy ups or awnings.

## Grounds Report Update: *For possible Action Item*

Justin Reeves reported that things are looking good. He will have to move to another gate; the Massey the clutch is in it and now the starter is bad. Livestock panels are up, new troughs are in. Tyler stated the lawn looks great. Tony asked about the sound system, and it is working great.

## Treasurers Report: *Action Item*

JJ Roemmich presented the report from July 15, 2026, to Aug 11, 2026. Bills that have been paid, bills still owed and any for claims to the funds. The total bills paid/unpaid were $72,549.00 Justin McDermott made a motion to approve the report as read with $72,549.00 paid in bills and the bills selected to the Improvement fund. Jay Dalton seconded all approved.

## Committee Report: *For Possible Action Item*

- **Office:** JJ Roemmich discussed the fair office is open and ticket sales are going good. Nothing else to report.
- **Home Arts/Admissions:** Everything is ready to go. Nothing to report.
- **Stockhorse:** John Ross reported we have the hay coming the 22nd. Got enough trucks to haul hay and cattle. Matt Barnes will mouth horses. JJ needs a list of workers for gift certificates. Nothing else to report
- **Marketing / Promotions:** nothing to report.
- **Racing/Pari-mutuel:** All the tote board stuff is lined up now. Yolanda reported we will have open windows, if the new people come it won't be bad. She thinks we will be good. Needs barn passes. Nothing else to report.
- **Vendors/Concessions:** Michelle Cromwell reported everything is ready to go. Nothing else to report.
- **Livestock Show & Sale- Committee**- Garrett Tomera reported on sponsors and all the entries we have. Nothing else to report.
- **Other reporting items:** Nothing to report.

## Public Comment: *Information Item*

No Public Comment

***Next Regular Meeting Date:***
***Wednesday October 14, 2026 @ 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***

# LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), made and entered into this ___ day of _____ 2026 (the "Effective Date") by and between the **CITY OF ELKO**, a municipal corporation organized and existing under the laws of the State of Nevada, hereinafter referred to as "Lessor," and **AGRICULTURAL DISTRICT NO. 4**, a political subdivision of the State of Nevada, hereinafter referred to as "Lessee," either of which may be referred to as a "Party" and both of which may be referred to as the "Parties."

## W I T N E S S E T H:

For and in consideration of the mutual covenants contained herein, and subject to approval of the City of Elko through its City Council and execution by the Mayor, Lessor does hereby rent, demise, let and lease unto Lessee, the property described in Section 1.01 upon the terms and conditions hereinafter set forth:

## ARTICLE I.

## DESCRIPTION OF REAL PROPERTY AND TERM

**Section 1.01. Description:** Lessor leases to Lessee that certain real property in the City of Elko, Nevada, as follows: (A) a parcel of land consisting of 44.593 acres, more or less, particularly described at Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter referred to as "Parcel 1"); and (B) a parcel of land consisting of 28,258 square feet, more or less, particularly described at Exhibit "B" attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Parcel 3"). Parcel 1 and Parcel 3 are collectively referred to herein as the "Property." Parcel 2 is intentionally excluded from this Lease.

**Section 1.02. Term:** The Initial Term of this Lease shall be for a period of ten (10) years commencing on the Effective Date.

**Section 1.03. Renewal:** Subject to the conditions stated in this Section 1.03, Lessee shall have the

option to renew/extend the Lease for one (1) additional term of ten (10) years (the "Renewal Term"). Lessee may exercise the renewal option by delivering written notice to Lessor (the "Renewal Notice") not less than ninety (90) days and not more than one hundred eighty (180) days prior to the expiration of the Initial Term. If Lessee fails to timely deliver the Renewal Notice, the renewal option shall automatically lapse. As a condition precedent to the effectiveness of any Renewal Notice and commencement of the Renewal Term: (a) Lessee must not be in default beyond any applicable notice and cure period on the date Lessee delivers the Renewal Notice; (b) Lessee must not be in default beyond any applicable notice and cure period on the commencement date of the Renewal Term, and (c) the Property must not be needed for economic development, as determined by the Elko City Council consistent with the definition of "economic development" herein. If Lessee is in default on either date, Lessor may reject the renewal by written notice to Lessee delivered within ten (10) business days after Lessor's receipt of the Renewal Notice (or, if the default is later discovered, within ten (10) business days after Lessor's discovery of the default). Except as expressly modified by this Section 1.03, the Renewal Term shall be upon the same covenants, conditions, and provisions as contained in the Lease. Beginning on the first day of the Renewal Term, the annual rent for the Renewal Term (the "Renewal Rent") shall be as mutually agreed by Lessor and Lessee pursuant to the following negotiation process: Within fifteen (15) business days after Lessor's receipt of a timely Renewal Notice, Lessor shall deliver to Lessee a written proposal stating Lessor's proposed Renewal Rent for the Renewal Term. Within ten (10) business days after Lessee's receipt of Lessor's proposal, Lessee shall deliver to Lessor either (i) a written acceptance of the proposed Renewal Rent, or (ii) a written counterproposal stating Lessee's proposed Renewal Rent. If Lessee timely delivers a counterproposal, the Parties shall negotiate in good faith to agree upon the Renewal Rent. The Parties may exchange additional written proposals and shall make commercially reasonable efforts to reach agreement. If the Parties have not executed a written agreement (which may be a lease amendment) confirming the Renewal Rent on or before the date that is thirty (30) calendar

days after Lessee's delivery of its counterproposal, then (i) the renewal option shall be deemed withdrawn and of no further force or effect, (ii) the Lease shall terminate at the end of the current term (subject to any applicable holdover provisions), and (iii) the Lease shall not be extended or renewed by operation of this provision.

**Section 1.04. Term Definition:** "Term" shall mean the Initial Term and, if applicable, the Renewal Term.

**Section 1.05 Economic Development Definition:** "Economic development" shall mean: (1) the establishment of new commercial enterprises or facilities within the Property; (2) the support, retention or expansion of existing commercial enterprises or facilities within the Property; (3) the establishment, retention or expansion of public, quasi-public or other facilities or operations within the Property; (4) the establishment of residential housing needed to support the establishment of new commercial enterprises or facilities or the expansion of existing commercial enterprises or facilities within the City; or (5) any combination of the activities described in subparagraphs (1) to (4), inclusive, to create and retain opportunities of employment for the residents of the City.

## ARTICLE II.

## RENT/COMPUTATION

**Section 2.01. Rent Amount:** Subject to adjustment as herein provided, Lessee shall pay annual rent in the amount of ONE DOLLAR ($1.00), commencing upon the Effective Date of this Lease, and continuing on or before the same date of each year thereafter.

**Section 2.02. Additional Assessments and Charges:** In addition to the rent payable under this Lease, Lessee shall pay and discharge promptly as the same become due and before delinquency all taxes and assessments, whether several or special, of every kind which may be levied or assessed or become a lien on or against the Property, or any part thereof, or any building or improvements thereon, or on or against the leasehold of Lessee, during the term of this Lease.

## ARTICLE III.

## USE OF PROPERTY

**Section 3.01. General Restriction on Use:** Except as otherwise provided in this Article III, the Property may be used by Lessee only for operating the Elko County Fair Grounds and related activities, such as the Elko County Fair, the State of Nevada Livestock Show (including, but not limited to, rodeos, race meets and/or horse shows) or other similar public functions or exhibitions. The Parties agree that the foregoing uses are "public uses" as that term is used in NRS 268.061(1)(e)(2). Notwithstanding any other provision herein contained, this Lease shall not become effective unless and until the Elko City Council adopts a resolution finding that this Lease will be in the best interest of the City of Elko.

**Section 3.02: Structures and Improvements:** The placement of a structure or improvement on the Property by Lessee or a sublessee must be approved in advance and in writing by Lessor. In the event Lessee places structures or improvements on the Property or permits the placement of structures or improvements on the Property pursuant to a sublease, to include the placement of a structure for the purpose of a temporary office, that structure and the placement thereof shall be in accordance with all applicable codes and standards. All structures and improvements shall be subject to the approval of the City Building Inspector who must certify that the construction is in compliance with City standard construction specifications, codes and standards prior to use and occupancy. All required water and sewer service connection fees, at the rate established by the City of Elko, will be collected by Lessor at the time a building permit is issued for any building or structure on the Property.

## ARTICLE IV.

## REPAIRS AND DESTRUCTION OF PROPERTY

**Section 4.01. Maintenance of Improvements:** Lessee shall, throughout the Term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the Property, including all buildings, structures and improvements of every kind which may be a part thereof, and all appurtenances

thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any buildings, structures or improvements of any kind which may be destroyed or damaged by fire, casualty or any other cause whatsoever. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations pertaining to the Property, including the buildings, structures and improvements thereon, and any activity or condition on the Property related to arising from Lessee's use and occupancy thereof. Should the Lessee irrigate or drain any of the Property, such acts shall be performed so as not to damage or injure any land or adjoining property.

**Section 4.02. Use of Water:** Lessee shall have the right to connect to either or both of Lessor's water lines which traverse the Property (collectively, the "Water Connections"); provided, any such Water Connections shall be made by the Lessor at the sole expense of the Lessee. In the event of a shortage of water, as determined by Lessor, Lessor may restrict Lessee's use of water at the Property. Lessee shall comply with all reasonable rules and regulations established by Lessor from time to time that relate to the Water Connections, including the connection to, operation of, and use of any water lines, meters, laterals, or related appurtenances serving the Property. Lessee shall be solely responsible for, and shall pay all costs and expenses relating to: (a) installing, connecting to, or reconnecting any Water Connections serving the Property, including any required permits, fees, inspections, and contractor charges; and (b) any additional or modified Water Connections requested by Lessee or required due to Lessee's particular use of the Property. Lessee shall, at Lessee's sole cost and expense: (a) properly operate and use the Water Connections serving the Property; (b) maintain Lessee's pipes, lines, fittings, valves, and connections serving the Property in good order, condition, and repair; and (c) promptly repair any leaks, breaks, or other failures in Lessee's piping and connections. Lessee shall not make any alteration to any Water Connections without Lessor's prior written consent, except for emergency repairs necessary to prevent imminent property damage, in which case Lessee shall notify Lessor as soon as reasonably

practicable. Lessor makes no representation or warranty regarding the capacity, pressure, or adequacy of any Water Connections for Lessee's use. Except to the extent expressly required by the Lease or applicable law, Lessor shall have no obligation to install, upgrade, expand, or maintain any Water Connections serving the Property beyond those set forth in the Elko City Code, if any. Upon expiration or earlier termination of the Lease, Lessee shall, at Lessor's election, (a) leave in place any Water Connections installed by Lessee that Lessor elects to retain, or (b) remove any such Water Connections and restore the affected areas to the condition required by the Lease, reasonable wear and tear excepted. Lessee's obligations under this Section 4.02 shall survive the expiration or earlier termination of the Lease to the extent necessary to enforce Lessee's obligations for payment, repair and restoration arising from Lessee's acts or omissions relating to the Water Connections.

**Section 4.03. Use of City Roads:** Lessee shall use its best efforts to minimize traffic congestion on City roads.

**Section 4.04. Use of Parcel 1 for Livestock:** Lessee may move, transport, hold and feed livestock on Parcel 1 in connection with its permitted use so long as such activities do not become a public nuisance.

**Section 4.05. Damage; Destruction; Repair; Termination; Insurance Proceeds:** For purposes of this Section 4.05: (a) "Non-Material Damage" means damage, destruction, or partial destruction to any building, structure, or other improvement located on the Property that does not materially and adversely impair Lessee's use of the Property for the permitted use and can reasonably be repaired within ninety (90) calendar days after the date of the casualty; and (b) "Material Damage" means any casualty that is not Non-Material Damage, including (without limitation) damage that materially and adversely impairs Lessee's use of the Property for the permitted use or cannot reasonably be repaired within ninety (90) calendar days after the date of the casualty. Non-Material Damage shall not release Lessee from any obligation under the Lease. In the

event of Non-Material Damage, Lessee shall, at Lessee's sole cost and expense, promptly repair and restore the affected building, structure, or improvement to a condition at least as good as existed immediately prior to the casualty (reasonable wear and tear excepted), using materials and workmanship of equal or better quality. In the event of Material Damage, Lessee shall have the option to terminate the Lease by delivering written notice to Lessor within thirty (30) calendar days after the date Lessee becomes aware (or reasonably should have become aware) that the casualty constitutes Material Damage (the "Termination Election Notice"). If Lessee timely delivers the Termination Election Notice, the Lease shall terminate on the date specified in such notice, which shall be not earlier than thirty (30) calendar days after delivery unless Lessor agrees otherwise. Lessee shall vacate and surrender the Property in accordance with the Lease, subject to casualty conditions. If Material Damage occurs and Lessee does not timely elect to terminate the Lease in accordance with this Section 4.05, then Lessee shall, at Lessee's sole cost and expense, diligently proceed to repair and rebuild the affected building, structure, or improvement to a condition at least as good as existed immediately prior to the casualty (reasonable wear and tear excepted), and shall complete such work as soon as reasonably practicable, subject to delays caused by force majeure, permitting, and insurer adjustment. If Lessee is obligated to repair or rebuild under this provision (whether due to Non-Material Damage or because Lessee does not elect to terminate following Material Damage), then, to the extent of insurance proceeds actually received by Lessor under policies covering the casualty, such proceeds shall be made available to Lessee for the repair or replacement work, subject to the following: (a) Disbursement shall be subject to commercially reasonable conditions customary for casualty-repair disbursements, including evidence of work completion and lien waivers, and may be administered by Lessor. (b) If the cost of repair or replacement exceeds the insurance proceeds actually received and made available, Lessee shall be responsible for the shortfall. Any excess insurance proceeds of the Lessor remaining after

completion and payment for the repair or replacement work shall be paid to Lessor, unless the Lease expressly provides otherwise. Except as expressly provided in this provision, all terms of the Lease (including any obligations to maintain insurance, comply with laws, and perform repairs) shall remain in full force and effect. No damage or destruction shall be deemed to terminate the Lease except to the extent Lessee properly terminates the Lease in accordance with this Section 4.05 or the Lease expressly provides for termination in other circumstances. Notices under this provision (including any Termination Election Notice) shall be given in accordance with the notice provisions of the Lease.

## ARTICLE V.

## WASTE OR NUISANCES

**Section 5.01. No Waste; No Damage; No Alterations Without Consent:** Lessee shall not commit or permit any waste on the Property and shall not deliberately or negligently destroy, damage, impair, or remove (or allow any person to destroy, damage, impair, or remove) any part of the Property, including any buildings, structures, improvements, fixtures, appliances, or systems. Lessee shall not make any alterations, additions, improvements, or installations (including without limitation painting, flooring changes, built-ins, satellite dishes, EV chargers, or smart-home devices requiring wiring) the Property without Lessor's prior written consent, except for ordinary, non-damaging, removable personal property.

**Section 5.02. No Nuisance; Quiet Enjoyment of Others:** Lessee shall not (and shall not permit any occupant, guest, or invitee to) use the Property in a manner that constitutes a nuisance, that unreasonably interferes with the rights, safety, or quiet enjoyment of neighbors, or that is unlawful. For avoidance of doubt, Lessee shall not engage in conduct that constitutes a nuisance as defined by Nevada law and the Elko City Code.

**Section 5.03. Cleanliness; Sanitation; Garbage and Waste Disposal:** Lessee shall keep and

maintain the Property as clean and safe as the condition of the Property permits, and shall dispose of all manure, ashes, garbage, rubbish, and other waste from the Property in a clean, safe, and lawful manner.

**Section 5.04. Proper Use and Operation of Systems; No Safety Hazards:** Lessee shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances (including any smoke and carbon monoxide alarms) on the Property. Lessee shall not overload electrical circuits, disable safety devices, block exits, store hazardous materials in violation of law, or otherwise create a condition that is unsafe, unsanitary, or that increases the risk of fire or water damage.

**Section 5.05. Reporting; Preventing Further Damage; Emergency Notice:** Lessee shall promptly notify Lessor in writing of any condition that (i) materially affects health or safety, (ii) may cause damage to the Property, or (iii) requires repair or maintenance beyond ordinary cleaning (including without limitation leaks, water intrusion, mold, electrical issues, nonfunctioning HVAC, plumbing stoppages, pest infestations, or broken windows/locks). Lessee shall take reasonable steps to mitigate or prevent further damage pending repair (for example, shutting off water to a leaking fixture if safe to do so and promptly reporting the issue).

**Section 5.06. Routine Maintenance and Tenant-Caused Damage:** Lessee shall be responsible for ordinary cleaning and routine upkeep of areas and items under Lessee's exclusive control, and for the cost to repair any damage to the Property caused by Lessee or Lessee's occupants, guests, or invitees, excluding ordinary wear and tear.

**Section 5.07. No Illegal Activity; Compliance With Law and Rules:** Lessee shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, and with any written rules and regulations for the property provided to Lessee, as amended in accordance with the Lease.

**Section 5.08. Access for Inspection and Repairs:** Upon proper notice and as further specified in Section 13.02, Lessee shall provide Lessor reasonable access to the Property to inspect, make agreed

repairs, and address conditions that may constitute waste, nuisance, or lease violations. Lessee shall not unreasonably withhold consent to reasonable entry requests.

**Section 5.09. Remedies; Lease Enforcement:** A breach of this Article V constitutes a breach of the Lease. In addition to any other rights or remedies available under the Lease or applicable law, Lessor may pursue all lawful remedies for waste, nuisance, damages, and/or injunctive relief, and may recover costs to restore the Property to the condition required by the Lease (excluding ordinary wear and tear).

**Section 5.10. Survival; Cumulative Duties:** Lessee's obligations under this Article V are cumulative of (and not in limitation of) Lessee's other obligations under the Lease and applicable law. Lessee's obligations regarding cleaning, repair of Lessee-caused damage, and restoration of unauthorized alterations survive termination of the tenancy to the extent necessary to enforce the Lease.

## ARTICLE VI.

## UTILITIES

**Section 6.01: Lessee Responsibility for Utilities:** Lessee will be solely responsible for and will timely pay all charges for utilities and utility-related services used at, furnished to, or consumed in connection with Lessee's and any subtenant's or occupant's use of the Property during the Term, including without limitation telephone, electricity, natural gas, water, sewer, trash/refuse service, internet/cable, and any other public or private utility or service serving the Property.

**Section 6.02. Utilities; Interruption and Winterization.** Lessee shall place and maintain in Lessee's name all utility accounts serving the Property and shall pay the charges for those accounts directly to the providers when due. Lessee shall promptly notify Lessor upon learning of an actual or threatened interruption of utility service to the Property and shall take reasonable steps within Lessee's control to protect the Property from resulting damage, including preventing frozen pipes. Lessee shall be responsible for damage to the Property resulting from an interruption or shutoff of utility service, regardless of the reason for the interruption or shutoff, except to the extent the damage is caused by

Lessor's acts or omissions. Nothing in this paragraph requires Lessee to maintain utility service in areas intentionally shut off and winterized with Lessor's consent.

**Section 6.03. Nonpayment:** If Lessee fails to timely pay any utility charge and such failure results in a lien, penalty, disconnection, or threatened disconnection, Lessor may (but is not obligated to) pay the amounts due to maintain or restore service. Any amounts paid by Lessor, together with any related costs or fees, will be reimbursed by Lessee upon demand and will constitute Additional Rent, to the extent permitted by law.

## ARTICLE VII.
## LIENS AND ENCUMBRANCESON TITLE AND IMPROVEMENTS TO THE PROPERTY

**Section 7.01. Prohibition against Liens:** Lessee shall keep the Property free and clear of all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, power contributed, used or furnished or to be used in or about the Property for or in connection with any uses or operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the Property. In the event a lien is placed upon the Property during the Term in violation of the foregoing provision, Lessor may satisfy the lien and the same shall become chargeable as rent to Lessee, which amount shall be satisfied no later than thirty (30) calendar days of delivery of an invoice by Lessor to Lessee.

**Section 7.02. Prohibition Against Encumbrances:** Lessee shall not mortgage or give a security interest in or encumber this Lease or the leased premises or any part thereof without the prior written consent of Lessor in each instance. Any violation of these provisions shall give the Lessor the right to forthwith terminate this Lease.

**Section 7.03. Improvements:** No alteration, addition, remodeling, change or improvement

(collectively or individually, "Improvement") to the Property shall be made by the Lessee without the prior written consent of the Lessor. Any such Improvement made by the Lessee after such consent is given, and any fixtures installed as result thereof, shall become the property of the Lessor upon the termination of this Lease; provided, however, that if any such Improvement is made without the Lessor's prior written consent the Lessor shall have the right, in addition to all other remedies for default, to require the Lessee to remove such Improvement at the Lessee's cost and restore any affected portion of the Property to the condition and order it was in prior to the Improvement. Any Improvement made by the Lessee on or to the Property shall be constructed in a good and workmanlike manner and shall conform in and comply with all applicable codes and ordinances then in effect in the City of Elko, Nevada.

## ARTICLE VIII.

## INDEMNIFICATION OF LESSOR

**Section 8.01 Definitions:** For purposes of this Article VIII, the following terms have the meanings ascribed to them: (a) "Premises" means the Property, together with any appurtenant rights of access and use areas granted to Lessee; (b) "Common Areas" means any areas not exclusively leased to Lessee that Lessee or Lessee's invitees may use (including, as applicable, parking areas, drive aisles, sidewalks, lobbies, stairwells, loading areas, and landscaping); (c) "Lessee's Related Parties" means Lessee and Lessee's agents, employees, contractors, subcontractors, vendors, service providers, licensees, concessionaires, customers, clients, guests, visitors, invitees, and any other persons entering the Premises by or through Lessee; (d) "Lessor Parties" means Lessor and its officers, employees, agents and representatives; (e) "Claims" means any and all claims, demands, causes of action, liabilities, losses, damages (including consequential damages to the extent recoverable), penalties, judgments, settlements, fines, liens, costs and expenses, including reasonable attorneys' fees and court costs; and (f) "Hazardous Materials" means any substance, material, or waste regulated, listed, or defined as hazardous, toxic, or

dangerous under applicable federal, state, or local law, including petroleum and petroleum products, asbestos-containing materials, polychlorinated biphenyls (PCBs), and any other regulated materials.

**Section 8.02 Indemnification:** To the fullest extent permitted by applicable law, Lessee shall indemnify, defend (with counsel reasonably acceptable to Lessor), and hold harmless the Lessor Parties from and against any and all Claims arising out of or related to: (a) the use, occupancy, possession, management, maintenance, or operation of the Premises by Lessee or any of Lessee's Related Parties; (b) any act or omission of Lessee or any of Lessee's Related Parties; (c) any breach of the Lease by Lessee; and/or (d) any occurrence in or about the Premises or Common Areas to the extent caused by Lessee or any of Lessee's Related Parties, except to the extent caused by the gross negligence or willful misconduct of a Lessor Party. Lessee's obligations under this Section apply regardless of whether a Claim is alleged to be caused in part by a Lessor Party, but only to the extent permitted by law and only to the proportionate extent such Claim is caused by Lessee or Lessee's Related Parties; provided, however, that nothing in this provision requires Lessee to indemnify a Lessor Party for that Lessor Party's sole gross negligence or willful misconduct. Lessee's duty to defend is immediate upon written notice from Lessor (a "Tender Notice"). Lessee shall: (a) promptly assume the defense of the tendered Claim; (b) keep Lessor reasonably informed; and (c) cooperate in good faith. Lessor may participate in the defense with counsel of its own choosing at Landlord's cost, except that Lessee shall pay for such participation if Lessee fails to timely assume or diligently conduct the defense. Lessee shall not settle any Claim in a manner that: (a) admits fault on behalf of any Lessor Party; (b) imposes non-monetary obligations on any Lessor Party; or (c) releases Lessee without a full release of the Lessor Parties, in each case without Lessor's prior written consent (not to be unreasonably withheld, conditioned, or delayed). To the extent permitted by law and to the extent covered by insurance maintained by a Party (or required under the Lease), Lessor and Lessee each waive any and all rights of recovery against the other, and against the other's related parties, for loss or damage to property or for personal injury to the extent such loss,

damage, or injury is covered by insurance (or would have been covered but for a failure to maintain required insurance), and each party shall cause its insurers to endorse such waiver of subrogation where obtainable at commercially reasonable rates. Lessee acknowledges that certain conditions and activities may involve risks, including risks associated with: (a) parking areas and vehicular/pedestrian traffic; (b) use of stairwells; (c) weather-related conditions (including rain, snow, ice, and wind); and (d) security conditions and the criminal acts of third parties. To the extent permitted by law, Lessee assumes all such risks as to Lessee and Lessee's Related Parties arising from or related to Lessee's use and occupancy of the Premises, except to the extent caused by the gross negligence or willful misconduct of a Lessor Party. Nothing in the Lease is intended to waive or limit any duty or liability that cannot be waived or limited under applicable law.

**Section 8.03 Environmental Covenants; Prohibited Storage; Compliance:** Lessee shall not cause or permit the generation, treatment, storage, disposal, release, or threatened release of any Hazardous Materials in, on, under, or about the Premises, except for (i) customary and de minimis quantities of ordinary office, janitorial, maintenance, and consumer products used and stored in compliance with applicable law and manufacturer instructions, and (ii) any other Hazardous Materials expressly approved in advance in writing by Lessor. Lessee shall, at its sole cost, comply with all applicable federal, state, and local environmental laws, regulations, rules, orders, and permits relating to Hazardous Materials and the Premises. Without limiting Lessee's obligations under Section 8.02 or this Section 8.03, Lessee shall indemnify, defend, and hold harmless the Lessor Parties from and against any and all Claims arising out of or related to Lessee's (or any of Lessee's Related Parties') use, handling, generation, storage, transportation, disposal, release, or threatened release of any Hazardous Materials in, on, under, or about the Premises, including any and all: (a) fines, penalties, damages, judgments, settlements, losses, liabilities, and costs and expenses; (b) investigation, monitoring, reporting, and consultant costs; (c) remediation, removal, abatement, and cleanup costs; (d) costs to restore the Premises

and/or the Project; and (e) reasonable attorneys' fees and court costs. Lessee's obligations under this subsection are intended to replace and supersede any requirement to execute a separate environmental indemnity agreement. Lessee shall promptly notify Lessor in writing of: (a) any spill, discharge, release, or threatened release of Hazardous Materials in, on, under, or about the Premises or the Project caused by or attributable to Lessee or Lessee's Related Parties; (b) any written notice, claim, demand, citation, or enforcement action relating to Hazardous Materials affecting the Premises or Lessee's operations; and (c) any investigation or inquiry by any governmental authority related to Hazardous Materials involving the Premises. If any contamination or condition requiring response, removal, abatement, monitoring, or cleanup is caused by or attributable to Lessee or Lessee's Related Parties, Lessee shall, at its sole cost and expense and using qualified contractors, promptly perform all such work as may be required by applicable law and reasonably required by Lessor to protect the Premises and the Lessor Parties (subject to Lessor's reasonable oversight and approval of the scope and contractors, not to be unreasonably withheld).

**Section 8.04 Insurance/Liability:** Lessee shall procure and maintain, at Lessee's sole cost and expense, insurance complying with the following requirements throughout the Term of the Lease and any extension or renewal thereof, as follows: (a) commercial general liability insurance covering bodily injury, death, personal injury, and property damage, including contractual liability sufficient to cover Lessee's obligations under the Lease; (b) workers' compensation insurance as required by applicable law and employer's liability insurance; and (c) property insurance covering Lessee's personal property, trade fixtures, and tenant improvements located on or about the Property. Lessee's public liability insurance shall be maintained in amounts not less than Five Hundred Thousand Dollars ($500,000.00) for injury to any one person, One Million Dollars ($1,000,000.00) for any one occurrence, and One Million Dollars ($1,000,000.00) for property damage, or such greater amounts as Lessor may reasonably require from time to time. Lessee shall cause the Lessor, its elected and appointed officials, officers, employees, agents, representatives, and any other

parties designated by the Lease (collectively, the Lessor Parties) to be named as additional insureds under Lessee's commercial general liability policy for both ongoing and completed operations. Such insurance shall be primary and non-contributory with respect to any insurance maintained by any Lessor Party. Upon request, Lessee shall deliver to Lessor certificates of insurance evidencing the required coverage and, if requested, copies of applicable additional insured endorsements, waiver of subrogation endorsements, and other relevant policy endorsements or excerpts reasonably necessary to confirm compliance with this Lease. Lessee shall use commercially reasonable efforts to obtain from its insurers a written obligation to provide Lessor with at least thirty (30) days' prior written notice of cancellation, nonrenewal, or material reduction in coverage, except that such notice period may be reduced to the extent required or permitted by the insurer for cancellation due to nonpayment of premium. To the extent available on commercially reasonable terms, Lessee shall cause its liability and property insurers to waive all rights of subrogation against the Lessor Parties with respect to claims arising out of or relating to the Lease, except to the extent caused by the gross negligence or willful misconduct of a Lessor Party. Lessee's insurance obligations under the Lease are independent of, and shall not limit, Lessee's indemnity obligations. Lessee's indemnity obligations are likewise independent of, and shall not limit, Lessee's insurance obligations. If Lessee fails to procure or maintain any insurance required by the Lease and such failure continues after any applicable notice and cure period, Lessor may, but shall not be obligated to, procure such insurance and pay the premiums therefor. Any amounts so paid by Lessor, together with any reasonable out-of-pocket costs incurred in connection therewith, shall be reimbursed by Lessee to Lessor as additional rent with the next monthly installment due after written demand. All insurance required under this section shall be issued by insurers authorized to do business in Nevada and having a financial rating reasonably acceptable to Lessor. Lessee shall be responsible for all deductibles and self-insured retentions unless otherwise approved in writing by Lessor. Notwithstanding anything in this Lease to the contrary, insurance coverage provided through the Nevada Public Agency Insurance Pool in the amounts required by Lessor shall be deemed to satisfy Lessee's insurance obligations under this Lease, provided that such coverage

remains in full force and effect at all times.

**Section 8.05 Adjustment of Coverage:** In the event Lessor determines that the limits of the insurance then carried by Lessee are insufficient to provide adequate liability protection for Lessor, the Parties shall thereupon endeavor to agree on the proper and reasonable limits for such insurance. If the Parties cannot so agree on the proper and reasonable limits for said insurance, the Parties shall within thirty (30) days of not reaching an agreement on insurance limits select an impartial third person with expertise in evaluating such insurance requirements, to determine the proper and reasonable limits for the insurance, which determination shall be binding upon the Parties. Lessee's insurance shall thereupon be adjusted with the limits as thus determined. The expenses for such third-party determination shall be borne equally by the Parties.

**Section 8.06 Blanket Insurance Policies:** Notwithstanding anything to the contrary contained in this Article VIII, Lessee's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called "blanket" policy or policies of insurance carried and maintained by Lessee, so long as the coverage afforded Lessor is not reduced or diminished or otherwise be different from that which would exist under a separate policy meeting all other requirements of this Lease by reason of the use of such blanket policy of insurance, and provided further that the requirements of this Article VIII are otherwise satisfied.

## ARTICLE IX.

## SUBLEASING TO ELKO COUNTY OR OTHER PUBLIC ENTITIES; GENERAL RESTRICTIONS

**Section 9.01. General Prohibition; Consent Required:** Except as expressly permitted in this Article IX, Lessee shall not (a) assign, transfer, or encumber this Lease or any of Lessee's rights hereunder, or (b) sublease all or any portion of the Property (each, a "Transfer"), without the prior express written consent of Lessor, which consent may be granted or withheld in Lessor's sole and

absolute discretion unless the Lease expressly provides otherwise.

**Section 9.02. Permitted Public-Entity Sublease (Subject to Consent):** Notwithstanding anything to the contrary in this Lease, and subject to Lessor's prior written approval in each instance, Lessee may sublease all or a portion of the Property to Elko County or another federal, state, municipal, or other governmental or quasi-governmental entity (each, a "Public Entity") for uses that are not inconsistent with Section 3.01 (General Restriction on Use) and that otherwise comply with all applicable terms of this Lease.

**Section 9.03. Sublease Must Incorporate Lease; No Release of Tenant:** Any sublease to a Public Entity (and any other sublease or assignment consented to by Lessor) shall (a) be expressly made subject to this Lease, and (b) incorporate, by reference or otherwise, all applicable terms and conditions of this Lease. No Transfer shall relieve Lessee of any obligation or liability under this Lease. Lessee shall remain fully responsible for the performance and observance of all covenants, conditions, and obligations of Lessee under this Lease with respect to any portion of the Property that is subleased or assigned.

**Section 9.04. Conditions to Consent:** As a condition to Lessor's consent to any Transfer, Lessor may require, to the extent permitted by law and as Lessor reasonably determines is necessary to protect Lessor's interests: (a) delivery of the proposed transfer instrument(s) and related information reasonably requested by Lessor; (b) execution by the proposed transferee/subtenant of an assumption agreement in form acceptable to Lessor; (c) evidence of insurance, bonding, and/or indemnities consistent with this Lease; and (d) payment by Lessee of Lessor's reasonable attorneys' fees and administrative costs incurred in reviewing and documenting the requested Transfer.

**Section 9.05. No Waiver:** No consent by Lessor to any particular Transfer shall be deemed a consent to any subsequent Transfer, nor shall any consent constitute a waiver of Lessor's right to require Lessor's prior written consent to any other Transfer.

## ARTICLE X.

## CONCESSIONS AND RECREATIONAL VEHICLE PARK

**Section 10.01. Concessions:** Lessee shall not grant, permit, or operate any private concession, license, or similar arrangement for the conduct of business on or from the Property, except as expressly permitted under this Article X. Lessee may permit and contract with reasonable and reputable persons or entities to sell beverages, ice cream, confections, and food items, and to operate other concessions customarily incidental to fairs, livestock shows, rodeos, horse shows, race meets, and other related functions conducted at the Property (each, a "Concessionaire"), provided that: (a) such activities are conducted in an orderly manner consistent with the permitted use of the Property and all applicable laws; (b) Lessee remains responsible for the acts and omissions of each Concessionaire as if such acts or omissions were Lessee's own; and (c) no Concessionaire acquires any right of possession or tenancy in the Property. Lessee shall ensure that each Concessionaire obtains and maintains all licenses and permits required for its operations, including, without limitation, the appropriate business license from the City of Elko. No Concessionaire shall be deemed an agent, partner, or joint venturer of Lessor. Lessor shall have no responsibility for any Concessionaire's operations, employees, taxes, wages, or compliance obligations by reason of Lessee's permitted concession arrangements. Notwithstanding the foregoing, neither party to this Lease shall be considered a "Concessionaire," and a commercial undertaking owned and operated solely by Lessee shall not be subject to this Section 10.01.

**Section 10.02. Recreational Vehicle Park:** Recreational Vehicle (RV) hook-ups and RV parking/camping spaces authorized under this Lease (the "RV Spaces") shall be limited to the forty (40) RV hook-ups and spaces located within the Elko County Fairgrounds portion of the Property, and Lessee shall not expand the number or location of RV Spaces without Lessor's prior written consent. Except as provided in this Section 10.02, the RV Spaces may be rented and used only in connection with animal-related events held at the Property. The rental and use of the RV Spaces (exclusive of Dry Camping

(defined below), if the Parties intend to exclude it) shall not exceed an aggregate of one thousand two hundred (1,200) use days in any calendar year. For purposes of this Lease, the term "use days" shall mean the aggregate measure of occupied site days across all RV spaces. Notwithstanding the foregoing restrictions, Lessee may, in Lessee's discretion, permit overnight rentals of the RV Spaces for "Dry Camping" in connection with any use (including animal-related or non-animal-related events), provided that such Dry Camping otherwise complies with the Lease (including any use restrictions) and all applicable laws. "Dry Camping" means overnight lodging in campers, camp trailers, or recreational vehicles without access to water, electricity, or sanitary sewer connections. Lessee shall adopt and enforce reasonable written rules for the safe and orderly operation of the RV Spaces (including quiet hours, trash disposal, parking, fire safety, and compliance with posted occupancy limits) and shall require all users to comply with such rules and with all applicable federal, state, and local laws, ordinances, and regulations.

## ARTICLE XI.

## DEFAULT

**Section 11.01. Events of Default:** Lessee shall be in default under this Lease ("Default") if Lessee fails or neglects to observe, keep, or perform any covenant, term, or condition of this Lease required to be observed, kept, or performed by Lessee.

**Section 11.02. Notice; Cure Period:** Except as otherwise expressly provided in this Lease, Lessor shall provide Lessee written notice specifying the nature of the Default. If Lessee fails to cure the Default within thirty (30) days after Lessee's receipt of such notice, then Lessor may exercise any and all remedies available under this Lease, at law, or in equity.

**Section 11.03. Extension for Non-Monetary Defaults:** If the Default is of a nature that cannot reasonably be cured within thirty (30) days, Lessee shall not be deemed in Default if Lessee (a) commences cure within such thirty (30)-day period, (b) diligently prosecutes such cure to completion,

and (c) completes such cure within a reasonable time thereafter; provided, however, that this extension shall not apply if the Default materially threatens persons or property or materially interferes with Lessor's rights, in which case Lessor may pursue available remedies to prevent or mitigate harm.

**Section 11.04. Landlord Remedies; Cumulative:** Upon the occurrence of a Default and after any applicable notice and cure period, Lessor may, by written notice to Lessee, exercise any one or more of the following remedies, which are cumulative and in addition to any other rights and remedies available to Lessor:

(a) Terminate this Lease and Lessee's right to possession of the Property.

(b) Terminate this Lease and recover from Lessee all damages suffered by Lessor as a result of the Default, together with all other sums due under the Lease to the extent permitted by law.

(c) Re-enter and take possession of the Property, with or without terminating this Lease, by lawful means and to the extent permitted by applicable law, and remove Lessee and Lessee's personal property as permitted by applicable law.

**Section 11.05. No Use of Force; No Waiver of Legal Requirements:** Notwithstanding anything to the contrary in this Lease, Lessor shall not be deemed authorized to use force or self-help in a manner prohibited by law, and Lessor's exercise of any remedy shall be subject to compliance with applicable notice, unlawful detainer, and other legal process requirements.

**Section 11.06. No Liability for Lawful Entry; Personal Property:** To the extent permitted by law, Lessor shall not be liable to Lessee for damages resulting from Lessor's lawful entry and repossession of the Property following a Default. Lessee acknowledges that Lessee's personal property remaining at the Property following repossession may be handled in accordance with applicable law and the terms of this Lease.

## ARTICLE XII.

## SURRENDER AND REMOVAL OF LESSEE IMPROVEMENTS

**Section 12.01. Definitions:** For purposes of this Article, the following terms shall have the meanings ascribed to them: (a) "Alterations" means any alterations, additions, improvements, fixtures, equipment, installations, or other work (including Lessee Improvements) made in or to the Property by or for Lessee, whether structural or non-structural; (b) "Lessee Improvements" means any improvements constructed, installed, or paid for by Lessee (or Lessee's contractors) in or to the Property, including build-out, partitions, millwork, flooring, lighting, cabling, and similar items, but excluding trade fixtures and personal property; (c) "Trade Fixtures" means Lessee's removable fixtures, equipment, and machinery used in Lessee's business that are not intended to become a permanent part of a building or structure and are removable without material damage to the Property (e.g., certain shelving, racks, point-of-sale fixtures, specialty equipment), subject to restoration; (d) "Personal Property" means all furniture, inventory, supplies, movable equipment, and other personalty of Lessee and its agents, employees, contractors, subtenants, licensees, customers, or invitees; and (e) "Surrender Date" means the earlier of (i) the scheduled expiration date of the Term, or (ii) the effective date of earlier termination of the Lease.

**Section 12.02. Surrender of Premises:** On or before the Surrender Date, Lessee will peaceably surrender and deliver to Lessor the Property (including all areas then leased, occupied, or used by Lessee) in the condition required by the Lease, ordinary wear and tear excepted only to the extent expressly permitted by the Lease. At surrender, Lessee will (i) return all keys, key cards, access credentials, and security devices; (ii) provide Lessor with current contact information for post-surrender notices; (iii) deliver all permits, approvals, as-built plans in Lessee's possession or control (if any), and warranties/operation manuals for

items required to remain; and (iv) cooperate in any reasonable move-out inspection. Lessee will repair (or reimburse Lessor for) any damage to the Property caused by (i) Lessee's occupancy and use, (ii) installation, maintenance, use, or removal of any Alterations, Trade Fixtures, or Personal Property, or (iii) Lessee's move-out activities, except to the extent caused by Lessor or Lessor's contractors. Lessor's acceptance of keys, access credentials, or possession (including re-entry, changing locks, or securing the Property) will not be deemed an acceptance of surrender, a release of Lessee, or a waiver of Lessor's rights or remedies, unless Lessor expressly agrees in a signed writing. If Lessee fails to surrender the Property by the Surrender Date, Lessee's occupancy will be governed by the Lease's holdover provisions, and Lessee will remain responsible for all obligations related to maintenance, insurance, utilities, security, and compliance during such period, in addition to any holdover rent, damages, and remedies provided by the Lease or law.

**Section 12.03. Treatment of Alterations, Lessee Improvements, and Fixtures:** Unless the Lease expressly provides otherwise, Lessor may, by written notice to Lessee delivered not less than thirty (30) calendar days prior to the Surrender Date (or such shorter period as is commercially reasonable if the Lease terminates early), elect that Lessee shall either: (a) remove specified Alterations, Lessee Improvements, and/or Trade Fixtures (including any items that may constitute fixtures under applicable law) and restore the Property as required by this Article; and/or (b) leave specified Alterations, Lessee Improvements, and/or Trade Fixtures in place, free of liens and encumbrances, to become Lessor's property at no cost to Lessor, subject to the "No Assumption of Liability" clause below.

**Section 12.04. Default Rule if No Timely Election:** If Lessor does not deliver a timely election notice under this Article, Lessee will remove Trade Fixtures and Personal Property and will surrender Lessee Improvements in place, provided that Lessee remains obligated to repair

any damage and to restore to the extent otherwise required by the Lease.

**Section 12.05. Items Required to Remain:** Any Alterations, base building systems, code/life-safety components, or other items which (i) were required by Lessor, (ii) were required as a condition of governmental approval, or (iii) materially affect building systems or life safety (including fire/life-safety devices, sprinkler modifications, fire alarm interfaces, egress components, ADA/accessibility elements, and similar items) will remain in place unless Lessor expressly requires removal in writing.

**Section 12.06. No Encumbrances; Lien Releases:** Lessee will cause all Alterations and Lessee Improvements to be free and clear of any mechanic's lien, materialman's lien, UCC filing, or other lien or security interest arising from work performed or materials supplied at the request of Lessee (or anyone claiming by, through or under Lessee). Upon Lessor's request, Lessee will deliver customary lien releases and/or evidence of payment for work performed.

**Section 12.07. Removal and Restoration Standards:** If Lessee is required (by Lessor election, Lease requirement, or otherwise) to remove any Alterations, Lessee Improvements, Trade Fixtures, or Personal Property, Lessee will: (a) perform such removal in a good and workmanlike manner; (b) comply with all applicable laws and governmental requirements; (c) use properly licensed and insured contractors where required; (d) coordinate with Lessor's reasonable rules for access, freight elevator use, hours of work, and building security; and (e) avoid any interference with other occupants.

**Section 12.08. Restoration Standard:** Following removal, Lessee will repair and restore the Property to a clean, safe, and tenantable condition consistent with the condition that would have existed had the removed items never been installed, reasonable wear and tear excepted only as expressly permitted by the Lease. Restoration includes, as applicable, patching, painting, flooring repair, ceiling tile replacement, wall repair, slab penetrations, roof

penetrations, and restoration of fire/life-safety and other building systems.

**Section 12.09. Building Systems; Specialty Conditions:** Without limiting Lessee's restoration obligations, Lessee will (i) properly cap and label any abandoned utilities; (ii) remove abandoned cabling and conduit not required for building operations; and (iii) restore HVAC, plumbing, electrical, and low-voltage systems to a safe and code-compliant condition. Any work affecting structural components or building systems must be performed in accordance with Lessor's reasonable requirements and applicable permits.

**Section 12.10. Environmental and Hazardous Materials:** Lessee will remove and properly dispose of any hazardous substances introduced by Lessee and will remediate any contamination caused by Lessee's use or by Lessee's Alterations, in each case in compliance with applicable environmental laws and the Lease.

**Section 12.11. Restoration Deadline; Lessor Self-Help:** Lessee will complete all required removal and restoration no later than the Surrender Date, except as Lessor may expressly agree in writing. If Lessee fails to timely complete required work, Lessor may (but is not obligated to) perform such work and Lessee will reimburse Lessor for all reasonable costs, together with any applicable administrative/overhead charge specified in the Lease.

**Section 12.12. Survival:** Lessee's obligations under this Article to remove, repair, restore, reimburse, and indemnify will survive expiration or termination of the Lease.

**Section 12.13. Personal Property; Abandoned Property:** Lessee will remove all Personal Property and Trade Fixtures from the Property by the Surrender Date, except items Lessor expressly agrees in writing may remain.

**Section 12.14. No Bailment:** Lessor will have no responsibility for Lessee's Personal Property or Trade Fixtures (including any left in the Property), and no bailment is created.

**Section 12.15. Property Left Behind:** If Lessee fails to remove any Personal Property

or Trade Fixtures by the Surrender Date (or earlier if Lessor lawfully regains possession), Lessor may, at Lessee's expense and without liability to Lessee, (i) store such items, (ii) dispose of such items, and/or (iii) deem such items abandoned and keep them.

**Section 12.16. Costs:** Lessee will reimburse Lessor upon demand for all reasonable costs of moving, storing, insuring, and/or disposing of any Personal Property or Trade Fixtures left behind, together with any reasonable attorneys' fees and costs incurred to enforce this Article.

**Section 12.17. No Assumption of Liability; Indemnity:** If any Alterations, Lessee Improvements or Trade Fixtures are left in place on the Surrender Date (whether by Lessor election or otherwise), Lessor's acceptance of such items is not an assumption of any contracts, warranties, liabilities or obligations of Lessee or Lessee's contractors, and Lessee remains responsible for all obligations arising from the foregoing to the extent accrued prior to the Surrender Date.

**Section 12.18. Indemnity for Claims and Liens:** Lessee will indemnify, defend (with counsel reasonably acceptable to Lessor), and hold harmless Lessor from and against any claims, demands, causes of action, damages, losses, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Lessee's Alterations and Lessee Improvements, (ii) Lessee's contractors and subcontractors, and (iii) any liens or alleged liens arising from work performed or materials supplied at Lessee's request.

**Section 12.19. No Limitation:** The indemnities in this Article are in addition to (and not in limitation of) any indemnities in the Lease.

## ARTICLE XIII.

## MISCELLANEOUS PROVISIONS

**Section 13.01. Waiver:** The waiver by Lessor of its right to declare a forfeiture or pursue any

other remedy pursuant to this Lease upon any default on the part of Lessee shall not violate any provision therefor herein contained, nor constitute a waiver of such right in connection with any future default, or any other obligation of Lessee herein contained to be done and performed.

**Section 13.02. <u>Inspection</u>**: Lessor and Lessor's representatives may enter the Property only for legitimate purposes and in a manner that is reasonable and does not unreasonably interfere with Lessee's use and enjoyment of the Property. Subject to the notice requirements below (unless an emergency applies), Lessor may enter the Property to: (a) inspect the Property; (b) make repairs, alterations, or improvements; (c) supply necessary or agreed services; (d) investigate suspected lease violations or conditions affecting health/safety; (e) perform pest control, maintenance, or other building-wide services; and (f) post, serve, or deliver notices permitted or required by the Lease or applicable law. Except in an Emergency (defined below) or when Lessee requests repairs or service and agrees to access, Lessor will provide Lessee with reasonable advance notice of the intended entry, stating the purpose of entry and a reasonable time window for access. Unless otherwise required by applicable Nevada law, notice may be delivered by any method permitted under this Lease (including written notice, electronic notice if authorized, or other customary methods reasonably calculated to provide actual notice). Lessor will ordinarily attempt to enter only during normal business hours. If entry outside normal business hours is reasonably necessary (including to prevent damage, address time-sensitive conditions, or accommodate contractors), Lessor may do so upon reasonable notice and in a reasonable manner, unless an Emergency requires immediate entry. An "Emergency" includes, without limitation, fire, smoke, suspected gas leak, water leak or flooding, loss of essential services, suspected criminal activity, a condition presenting imminent risk of personal injury or significant property damage, or any circumstance in which immediate entry is reasonably necessary to protect persons or property. In an Emergency, Lessor may enter without prior notice and at any time, and will provide notice to Lessee as soon as reasonably practicable after the entry if Lessee is not present. Lessee will not unreasonably withhold consent to lawful entry, will provide

reasonable access (including unlocking or providing access codes if applicable), and will ensure that animals are secured for safe access. If Lessee changes any locks or access devices, Lessee must promptly provide Lessor with updated keys/codes as required for lawful access and emergencies. If Lessee unreasonably refuses access after proper notice (or otherwise prevents lawful entry), Landlord may: (a) deliver a written notice demanding access; (b) reschedule entry; and/or (c) pursue any remedies available under the Lease and applicable law, including recovery of actual costs caused by the refusal (such as missed contractor trip charges) to the extent permitted by law. If Lessee requests repairs, service, or inspection, Lessee authorizes Lessor to enter the Property at reasonable times to address the request. Lessor may treat a maintenance request as permission to enter for that limited purpose; however, Lessor will use reasonable efforts to coordinate timing and provide notice when practicable.

**Section 13.03. <u>Lessee Payment and Liability:</u>** Lessee will pay, when due, all costs for labor, services, and materials furnished in connection with any construction, installation, alteration, or improvement performed by or for Lessee at the Property, including all invoices, charges, and related costs incurred during the Term. Lessee will be solely responsible for, and will timely pay and keep current, all employer and payroll-related taxes and obligations arising from Lessee's work or contractors at the Property, including, as applicable, Social Security and Medicare (FICA) obligations and any required industrial insurance and occupational disease coverage (including any premiums, assessments, and related charges). Lessee will not permit any mechanic's, materialman's, or similar lien or claim to be filed against the Property or Lessor's interest as a result of work performed by or for Lessee. If any such lien or claim is filed, Lessee will promptly cause it to be released of record by payment, bonding, or other lawful means. Upon expiration or earlier termination of this Lease, Lessee will promptly pay, discharge, and satisfy all bills, debts, and obligations incurred by Lessee in connection with the Property during the Term, so that no responsibility or liability is imposed upon Lessor, and no unpaid claims remain that could give rise to a lien, charge, or other encumbrance against the Property or Lessor's interest. To the

extent permitted by law, Lessee will defend, indemnify, and hold Lessor harmless from and against any and all claims, demands, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Lessee's failure to pay amounts due under this clause or any lien or claim asserted as a result of Lessee's work.

**Section 13.04. Notices:** Whenever in this Lease it shall be required or permitted that notice be given by either party to this Lease or to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

**LESSOR:**
City of Elko
1751 College Avenue
Elko, Nevada 89801

**LESSEE:**
Agricultural District No. 4
13 Fairgrounds Road
Elko, Nevada 89801

Such address may be changed from time to time by notice given hereunder.

**Section 13.05. Binding Effect:** This Lease shall be binding upon, and inure to the benefit of, and shall apply to the respective successors and assigns of Lessor and Lessee and all references in this Lease to Lessor and Lessee shall be deemed to refer to and include successors and assigns of Lessor and Lessee without specific mention of successors or assigns.

**Section 13.06. Time of Essence:** Time is of the essence of this Lease and all of its provisions.

**Section 13.07. Prevailing Party:** In any action or other proceeding arising out of or relating to this Lease, the Prevailing Party will be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and other reasonable litigation expenses incurred in connection with such proceeding, in addition to any other relief to which that party may be entitled. The "Prevailing Party" will be determined by the tribunal or decision-maker based on which party substantially achieves its litigation objectives, whether by judgment, order or otherwise. Recoverable fees and expenses include, as

applicable, attorneys' fees and costs incurred in litigation, including trial and appellate proceedings, in post-judgment enforcement, and in proceedings involving bankruptcy, receivership, or execution to enforce or protect rights under this Lease.

**Section 13.08. Captions:** The captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of the Lease or as a limitation on the scope of the particular sections to which they refer.

**Section 13.09. Title Enjoyment:** Lessor covenants that Lessor is the owner of the Property in fee simple and has full right to make this Lease.

**Section 13.10. Quiet Enjoyment:** So long as Lessee is not in default under this Lease beyond any applicable notice and cure period, Lessee will have the right to the quiet and peaceful use and enjoyment of the Property during the Term, without material interference by Lessor or anyone claiming by, through or under Lessor, subject to (a) the rights of entry and access expressly provided in this Lease and (b) any other rights, remedies, or limitations provided by applicable Nevada law.

**Section 13.11. Holdover Creates Month-to-Month Tenancy:** If Lessee remains in possession of the Property after the expiration or earlier termination of the Term (including any extension or renewal), and Lessor accepts rent or otherwise consents in writing to Lessee's continued occupancy, then Lessee's continued possession will be deemed a month-to-month tenancy. During any month-to-month holdover, Lessee will pay rent in the amount of $1.00 per month (or such other amount as Lessor and Lessee may agree to in a written amendment), payable in advance on the first day of each month, together with any additional rent and other charges that by their nature continue to apply. Except as expressly modified by this Section 14.11, the month-to-month tenancy will be on the same terms and conditions as this Lease, to the extent applicable to a month-to-month tenancy.

**Section 13.12. Governing Law:** This Lease and all claims or causes of action arising out of or relating to this Lease, the Property, or the Parties' relationship will be governed by and construed in

accordance with the laws of the State of Nevada, without regard to its conflict-of-laws rules.

**Section 13.13. Venue; Forum; Consent to Jurisdiction:** To the fullest extent permitted by law, the Parties agree that any lawsuit or other court proceeding arising out of or relating to this Lease will be brought and maintained exclusively in the Fourth Judicial District Court in and for the County of Elko, State of Nevada. Each Party irrevocably submits to the personal jurisdiction of such court and waives any objection based on improper venue or inconvenient forum.

**Section 13.14. Counterparts; Electronic Signatures:** This Lease may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Signatures delivered by PDF, email transmission, electronic signature platform, or other electronic means will be deemed effective for all purposes to the fullest extent permitted by applicable law.

**IN WITNESS WHEREOF,** the Parties have executed this Lease as of the day and year first hereinabove written.

**LESSOR:**

**CITY OF ELKO**

**By: _____**
**REECE KEENER, MAYOR**

**ATTEST:**

**_____**
**ANNETTE ROBINSON, CITY CLERK**

**LESSEE:**

**AGRICULTURAL DISTRICT NO. 4**

**By: _____**
**ANTHONY BUZZETTI, PRESIDENT**

**ATTEST:**

**_____**