

Lincoln County Fairgrounds General Lease Rules and Regulations

This Lease Agreement ("Lease"), Made and entered into as of the date set forth in the attached Application, which is incorporated by reference herein, between Lincoln County, Wyoming through the Lincoln County Fair Board ("Lessor") and "Lessee".

THEREFORE, in consideration of the rents reserved and the covenants hereinafter set forth or attached and referenced herein, it is agreed as follows:

1. **TERM.** Lessor does lease to the Lessee the use of the premises on the Lincoln County Fairgrounds described as set forth in the Application for the purposes set forth therein. TO HAVE AND TO HOLD the same for a term set forth in the Application ("lease term").
2. **POSSESSION.** Possession date of the premises shall be upon the dates and terms set forth in the Application and shall continue throughout lease term, barring any default or termination by either party hereto. Lessee acknowledges its possession is nonexclusive and subject to rights of any other person or entity under the United States and Wyoming constitutions.
3. **RENT.** During the term of the lease, Lessee shall pay rent to the Lessor as set forth in the attached Application. If Lessee fails to pay; or any check from Lessee is returned to Lessor unpaid due to insufficient funds, Lessee will pay to Lessor an administrative fee of Thirty and No/Dollars (\$30.00); and Lessor may, upon written notice to Lessee, require Lessee thereafter to make all payments due pursuant to this lease by cashier's check or money order.
4. **TAXES AND OTHER CHARGES.** Lessee will pay for all taxes, assessments, licenses, permits, excises or charges on income, rentals, or gross receipts imposed in lieu of, or partially in lieu of taxes and any other public charges levied or assessed by the Federal, State, or Local Governments and will at all times save Lessor harmless from all obligations for the payment thereof.
5. **IMPROVEMENTS.** Lessee shall not make any alteration, additions or improvements to the premises without the prior consent of the Lessor, except for installation of unattached, movable objects, which may be installed without drilling, cutting or otherwise defacing the premises. Lessee shall be solely responsible for the repair and restitution needed to restore the affected premises to its original condition.
6. **USE OF PREMISES AND RESTRICTIONS THERETO.** Lessee shall have the use of the premises for the purposes stated herein. Lessee shall at its sole cost, comply with any and all laws, governmental regulations, and requirements pertaining to the use of the premises, and shall likewise be solely responsible, at its own cost, for any and all licenses and permits required for Lessee's proper use of

the premises, from all governmental and/or regulatory entities, Lessee agrees to indemnify and hold harmless Lessor from any and all claims, liabilities, damages, and judgments, plus all and expenses (including Lessor's reasonable attorney's fees), suffered or incurred by Lessor in connection with any involving the premises related to compliance with the law. Lessee will make no other use of the premises without the written consent of Lessor, and will not during the lease term permit the same to be used for any illegal or immoral purposes, businesses or occupations. Lessee shall not commit, or suffer to be committed, any waste upon the premises to be used or occupied, nor do or permit anything to be done on the premises that will constitute a public or private nuisance. Lessee must operate its business on the premises in a businesslike, first class manner. Lessee will not conduct its business in a manner that will cause discredit, harm or loss to any operations conducted by the Lessor and its tenants, vendees or assigns.

7. **REPAIRS AND MAINTENANCE.** Any repairs or maintenance caused, required or necessitated to the premises through the fault of the Lessee or its agents, customers, invitees, independent contractors, or employees shall be paid by the Lessee. Lessee shall keep the premises in a clean and sanitary condition. Lessee is responsible to contract with a sanitation business for garbage removal and be responsible for those charges. Lessee shall maintain the premises in as good and safe state of condition as exists at the time Lessee takes possession, reasonable wear and tear excepted.
8. **INSURANCE.** Lessee shall carry commercial general liability insurance acceptable to Lessor at the time of completion of the Application. Certificates of Insurance evidencing the above and any other insurance requirement herein naming the Lincoln County and Lincoln County Fair Board as additional insured must be supplied before the lease term. Coverage - \$1,000,000 for bodily injury and death, \$1,000,000 for property damage to third parties, \$1,000,000 for loss or damage to the property of the Lincoln County Fairgrounds, and \$1,000,000 for product liability insurance (concessions). Any insurance carried by Lessee shall include no exclusions related to toxic substances or hazardous waste. Lessee shall put Lessor on immediate notice of any changes or cancellation in coverage. By entering this lease, Lessee acknowledges its responsibility to insure all of its own personal property which will be located on the premises.
9. **LIABILITY OF LESSOR AND INDEMNIFICATION.** Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the premises from any cause arising at any time, except negligence of Lessor. Lessee will indemnify and hold Lessor harmless on account of all judgments, costs, attorney's fees and expenses arising from any claims, actions, causes of actions, damage or injury to any person, including death, or to the goods of any person, or damage to the premises, arising from the use of the premises by Lessee or anyone else other than Lessor, or arising from the failure of Lessee to keep the premises in good condition, or from any breach or default in the performance of any obligation on Lessee's part, as provided herein. The indemnity provision herein is

intended to be a full indemnity for the Lessor regardless of any statutory enactments on comparative negligence. In the case of such claim, action, damage or injury, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense with counsel satisfactory to Lessor. Neither party shall be liable to the other party for any damage by or from any act or negligence by adjoining or contiguous Lessees. Nothing contained herein shall be deemed to limit the claims or causes of action which either Lessor or Lessee may have against third parties for damage arising from the act or negligence of said third parties. Lessee agrees to pay for all damages to the premises, as well as all damage or injury suffered by tenants or occupants thereof, caused by misuse or neglect of the premises by Lessee.

10. **LESSEE'S ASSIGNMENT AND SUBLEASE.** Lessee shall not have the right to assign all or a portion of its interest in this lease or to sublease any portion of the premises without the prior written consent of the Lessor, which may or may not be granted. The approval of any assignment or sublease by Lessor shall not relieve the Lessee of liability of the performance of all the terms and conditions of this lease. Regardless of Lessor's consent, any assignment shall not be effective without the express written assumption by such assignor of the obligations of the Lessee under the lease.
11. **LESSOR TO HAVE ACCESS.** The Lessee shall allow the Lessor or its duly authorized representative free access to the premises hereby leased for the purpose of examining the same, or to make any needful repairs or alterations of the premises which the Lessor may see fit to make, Lessee realizes that usage is not exclusive to Lessee, and that others, including Lessor, may require access to the premises with no notice to Lessee.
12. **LESSEE'S ACCESS TO PREMISES.** Lessee agrees to close, lock and secure all doors and gates and other related access points when utilizing the premises and will indemnify and hold harmless Lessor, its tenants, assigns and agents for any loss suffered and incurred thereby.
13. **REMOVAL OF FIXTURES AND EQUIPMENT.** Lessor agrees that at the time of termination of this lease, Lessee may remove all of Lessee's personal property from the premises, but that in doing so, Lessee shall be obligated to repair any damages to the structure of the building caused by the removal and shall restore the premises to the condition they were in at the time of occupancy, reasonable wear and tear excepted. Lessee shall be required to pay additional rent for any period during which such fixtures and/or equipment remains in the premises after termination of the lease term. Lessee shall pay all costs of moving or storing its fixtures and/or equipment paid by Lessor following the expiration or termination of this lease.
14. **ABANDONING PREMISES OR PERSONAL PROPERTY.** Lessee shall not vacate or abandon the premises at any time during the lease term. Abandonment,

vacating, or ceasing operations shall be a default of this lease. If Lessee does vacate or abandon the premises or is dispossessed by process of law, or ceases operation of its business, any personal property belonging to Lessee and left on the premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

15. **ATTORNEY'S FEES.** If any legal action is pursued by Lessor, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court, and such attorney's fee shall be deemed to have accrued on the commencement of the action and shall be paid upon successful completion of such action by Lessor. Lessee shall be entitled to attorney's fees in the same manner if judgment is rendered for Lessee.
16. **TIME OF ESSENCE.** Each of Lessee's covenants herein is a condition, time is of the essence with respect to the performance of every provision of this lease, and the strict performance of each shall be a condition precedent to Lessee's rights to have this lease continue in effect.
17. **INTERFERENCE.** Lessee shall not use the premises in any way which interferes with the use of the premises by Lessor, including interference which Lessor may place upon the premises after the commencement of this Lease. Lessor shall deem such interference a material breach of this Lease by the Lessee, and Lessee shall, upon notice from Lessor, be responsible for immediately terminating said interference. In the event that such interference does not cease promptly, the parties acknowledge that continued interference may cause irreparable injury and therefore, Lessor shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Lease immediately.
18. **ENVIRONMENTAL LAWS.** Lessee represents, warrants and agrees that it will conduct its activities on the premises in compliance with all applicable federal, state and local environmental or natural resource laws, rules, regulation, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits. Lessee agrees to defend, indemnify and hold Lessor harmless from and against any and all claims, causes of action, demands and liability including but not limited to, damages, costs, expenses, assessments, penalties, losses, judgments and attorney's fees that Lessor may suffer due to the existence of discovery of any hazardous substance on or around Lessor's property that relate to arise from Lessee's activities on the premises.
19. **LIMITED USE.** Notwithstanding separate arrangements for other overnight lodging on the Lincoln County Fairgrounds such as RV spaces, this lease shall be limited to the intended use of the premises and not for any overnight or living accommodations.

20. SCHEDULING. The Fair Board and its employees shall make every effort to avoid scheduling conflicts in the use of the Fairgrounds. However, should a scheduling conflict occur, the parties agree that Fair Board, its employees or agents shall not be held responsible for any expense or damage caused by the conflict. Any resolution of any scheduling conflict shall be at the discretion of the Fair Board. The Fair Board reserves the right to schedule like events no closer than twenty-one (21) days apart.
21. EVENT REQUIREMENTS. At least fourteen (14) days before the first performance of the event Lessee shall provide a full and detailed outline of all services required, including but not limited to the following: staging, lighting, power, sound requirements, and such other coordination information necessary for the successful production of the event.
22. LINCOLN COUNTY ENTITIES. The Lincoln County Fair Board reserves the right to allow other Lincoln County entities use of the premises without payment. All other rules and regulations equally apply.
23. ALL VENDORS. All vendors, including food concessions, will be required to have a business license from the Town of Afton and a tax license from the State of Wyoming.
24. CONCESSIONS. Food for sale shall comply with Wyoming Public Health laws. Food vendors must contact Wayne Cook @ 307-279-3536 for a Food License and obtain a copy of the regulations.
25. ALCOHOL. Alcohol will not be sold on, or permitted to be carried onto the premises of the Lincoln County Fairgrounds at any time or during any event, without written consent of the Lincoln County Fair Board and a variance from the Town of Afton. Alcoholic beverages will be contained in the event facility or area and not in parking lots. Alcoholic beverages must be served in cans, paper, or plastic cups, no glass containers are allowed.
26. REMOVAL FROM THE PREMISES. Lessee specifically acknowledges that breach of any term, covenant or condition herein shall be cause for the immediate removal from the premises and the Lincoln County Fairgrounds. The Fair Board reserves the right to exclude from the grounds any person or persons whom it may deem undesirable, or otherwise offensive.
27. RESPONSIBILITY TO OTHERS. Lincoln County, its Fair Board and agents shall not be responsible in any way for supplies, materials, animals, equipment or personal belongings that may be damaged or lost by fire, theft, accident or otherwise.
28. INTERPRETATION OF REGULATIONS. The Lincoln County Fair Board and its agents reserve the right to interpret these rules and regulations and to settle and

determine all matters, questions and differences in regard thereto, arising out of and not covered by them. "Fairgrounds" and "facility" means any real and personal property under the control of the Lincoln County Fair Board through Lincoln County.