

**Thomas County Free Fair Board &
Thomas County Speedway, LLC.**

Agreement

THIS AGREEMENT made and entered into this 21 day of December, 2011 by and between Thomas County Speedway, LLC hereinafter referred to as "Thomas County Speedway", and the Board of Directors, Thomas County Free Fair, hereinafter referred to as "Board" with the approval of the Board of County Commissioners of Thomas County, Kansas.

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Board rents and leases to Thomas County Speedway the racetrack and grandstand facilities for the express purpose of racing events. Thomas County Speedway will have access to and use of the parking area east of the fenced-in area of the grounds, the parking area south of the Commercial Building designated as handicap parking, the roadway running through the north and west part of the fairgrounds, the grandstand and all facilities including restrooms, Kiwanis Food Booth (Thomas County Speedway must make arrangements with Kiwanis), commercial building and ticket office, and full area including race track located south of the grandstand, in consideration of the receipt by Board from Thomas County Speedway of three thousand dollars (\$3,000.00) lease fee payable in a three payments. The first payment of one thousand dollars (\$1,000.00) will be due on May 1, 2012 and the second payment of one thousand dollars (\$1,000.00) will be due on June 1, 2012 and the third payment of one thousand dollars (\$1,000.00) will be due on July 1, 2012. The terms of this lease and access to the grounds shall be from May 1 through September 15. Thomas County Speedway will also pay to board a 5% commission from the net income from Grandstand ticket sales to compensate board for equipment rental. This 5% Grandstand commission will paid to board within one week of event.
2. Board will provide locks and keys for all areas requiring security and Board will retain keys and have the right of entry to any and all areas.
3. Thomas County Speedway will not have access to, or use of, any areas or buildings other than those listed above without first obtaining permission from one of the following persons: groundskeeper, race committee chairman, grounds committee chairman, or Board chairman.
4. Thomas County Speedway will furnish proof of liability insurance coverage, naming Thomas County, Thomas County Commissioners and Thomas County Fair Association as additional named insured, in the amount of one million dollars (\$1,000,000.00) or more.
5. Board will be responsible for track preparation in the arena area and the removal of the driveway fill over the racetrack prior to May 1.
6. After the signing of this agreement any permanent changes to the existing track or track area by either Thomas County Speedway or the Board must be agreed upon by all parties involved before such changes are made.


7. During the term of this agreement Thomas County Speedway shall be responsible for cleanup after each race and restoration of any damages to Board property beyond reasonable wear and tear or an act of God.
8. Thomas County Speedway assumes no responsibility for the pole sheds that are west of the racetrack or any temporary panels that are left up by Board or College Rodeo from May 1 to September 15.
9. Board agrees to do the mowing on area of fairgrounds south of the grandstands and fenced-in area. Mowing will be completed no more than five days and no less than one day in advance of a scheduled race day.
10. Thomas County Speedway shall have the right to extend this agreement annually if notice is given to the Board on or before the November meeting of Board. The terms of extended agreement will be the same as those contained herein for the first two extensions and thereafter mutually agreed upon terms may be negotiated.
11. This agreement may be amended or re-negotiated at any time so long as all parties of the undersigned are in mutual agreement to the amended terms.
12. In the event the Board or Thomas County Speedway desires to have a race during the County Fair, the terms and conditions of that race will be negotiated separate from this agreement. Thomas County Speedway agrees to have no races the weekend prior to the county fair.
13. This agreement does not give rise to any partnership between parties involved and does not give permission nor authority for any parties involved herein to obligate the others without written consent, except as specifically provided in this lease.
14. In the event the Board or Thomas County Speedway desires to have any other motor sports activity other than races the terms and conditions of that event will be negotiated separate from this agreement.
15. Thomas County Speedway will be responsible for the electrical meter that runs the lights for the racetrack and put into their name for the duration of the contract. Thomas County Speedway and Board will both read the meter prior to the preparation for the first event of the week of the County Fair and again on the morning of the first night of the race event for the County Fair. Fair usage for that time frame will be deducted from the 5% "Grandstand Commission" owed to the board until The water usage from the meter on the east end of the pits, (on Range Ave.), shall be the responsibility of Thomas County Speedway.

This lease shall be binding upon the parties hereto, their successors and assignees.



Thomas County Fair Association (President)

12-21-11
Date



Thomas County Speedway, LLC

12-21-11
Date

Jon Christensen
Thomas County Commissioner

12-30-11
Date

[Signature]
Thomas County Commissioner

12-30-11
Date

Byron Sorenson
Thomas County Commissioner

12-30-11
Date