

**Thomas County Fair Board &
Colby Community College Rodeo Team**

AGREEMENT

This agreement made and entered into this 12 day of April, 2018, by and between Colby Community College, hereinafter referred to as "College," and the Thomas County Free Fair, hereinafter referred to as "Board" with the approval of the Board of County Commissioners of Thomas County, KS.

WITNESSETH:

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

1. Board rents and leases to the College for use by the College Rodeo Team the rodeo facilities, corrals and two barns at the Thomas County Fairgrounds in Colby, Kansas, for a term beginning September 1, 2018, and terminating on April 30, 2019. From September 1 through September 15, 2018 the College may only use facilities that are located north of the grandstand and grandstand barrier fence,

For the use thereof, College shall pay to the Board the sum of Three Thousand Dollars (\$3,000.00) lease fee plus Five Hundred Dollars (\$500.00) deposit for a total of Three Thousand Five Hundred Dollars (\$3,500.00). Half \$1,500.00 payable on or before July 31, 2018 and the balance of \$1,500.00 on or before December 31, 2018.

An inspection of the leased areas will take place at the beginning of the term and at the end of the term by designees of the Board and College. The damage deposit will be refunded following the inspection at the end of the term if the leased areas are found to be in the same condition as they were at the beginning of the term, normal wear and tear excepted.

The leased premises shall be used for training and practice by the College Rodeo Team and for one College rodeo.

2. Board shall provide and furnish water to the corrals and horse barns, all utilities, existing rodeo facilities, two water tanks and two barns near the grandstand. No equipment will be used without Board approval.
3. Members and instructors of the College Rodeo Team shall be permitted to use the ten stalls in the horse barn and the little arena, corresponding with the dates of the 2018-2019 school term.
4. College shall be responsible for all of the College Rodeo Team cattle and horses kept on the premises. In the event of inclement or severe weather, College shall be permitted to use the poultry/calf and/or horse barn, but not the steer barn, for the protection of livestock.
5. College shall be responsible for setting up the temporary corrals and shall take them down and store the posts and panels at such location as directed by the Board upon termination of this agreement. Any materials left un-stored will result in a cleanup fee being assessed to the College.
6. College shall furnish feeders for the College Rodeo Team cattle.
7. During the term of this agreement, College shall be responsible to keep the rodeo facilities and barns in the same condition as they exist at the beginning of this agreement, except for ordinary wear and tear. Any damages incurred beyond normal wear and tear shall be billed directly to the College and payable upon receipt of said bill.

8. Each party shall obtain sufficient insurance coverage as determined by each party's governing body. The College shall provide to the Board proof of insurance on or before the date of lease and deposit payment.
9. College does not have the right to sub-lease the facilities for any reason.

During the term of this Agreement, Board reserves the right to allow the use of the leased premises by other organizations; provided, however, the use of the leased premises by other organizations shall in no way whatsoever interfere with the College's use of the leased premises as set forth in this Agreement. Before considering the use of the leased premises by any other organization, the Board shall first notify the College at least ten (10) days before such use is to be considered by the Board, College shall be given the opportunity to respond to the requested use of the leased premises. Before any other organization's use of the leased premises, the Board president, grounds chairperson, and College designee will inspect the leased premises to ascertain their condition. After the use of the leased premises by another organization, the facilities will once again be inspected to determine if any damage occurred during their use. College shall not be responsible for any damage to the leased premises as a result of the use of the leased premises by any other organization.

10. The Board is responsible for grandstand straight away removal and driveway fill over the race track prior to the College rodeo.
11. This contract shall be considered for renewal sixty (60) days prior to the termination date of this Agreement.
12. The College agrees to keep all livestock out of the "pit area" at the east end of the arena area. At the beginning of this Agreement, the Board agrees to remove all metal items stored in the southwest corner of the arena area.
13. The Board requests a list of rodeo members and the number of horses each member will have on the fairgrounds by September 1st.
14. No alcohol allowed on premise.

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

COLBY COMMUNITY COLLEGE

THOMAS COUNTY FREE FAIR BOARD

By: [Signature]
Chairman, Board of Trustees

By: [Signature]
Board President

Approval by the Board of County Commissioners of Thomas County, Kansas this 23rd day of July, 2018.

By: [Signature]
Chairman