



Identification of Lessee and Lessor.

This agreement is entered into between **John Doe** (Lessee) and **Valencia Fair Management Company, Inc.** (Lessor).

1. Identification of Premises

Subject to terms and conditions in this agreement, Lessor leases to Lessee the property known as the "Horse Arena" as shown in Attachment B, located on the property known as Valencia County Fairgrounds in Belen, New Mexico.

2. Terms of the Lease

The term of this lease is one (1) year. The term will begin on the effective date of this agreement. Except as set forth below, Lessor may terminate this agreement only if Lessee fails to comply with any of the terms of this agreement or fails to comply with applicable law. Lessee may terminate this agreement by giving Lessor 30 day's written notice. Lease payment received prior to termination will not be prorated in the event of early termination by the Lessee.

The Lease the Lessee shall vacate the premises on or before the date of expiration.

3. Additional Conditions of the Lease

Except as set forth below, and subject to the terms of this agreement, Lessor shall have exclusive use of the arena and parking areas (see Attachment B for clarification) during the week of the Valencia County Fair, Lessor shall have exclusive use of the horse arena and other fairgrounds premises. Additionally, the Lessee shall honor previously scheduled events to be held at the premises. These events are:

- **TBD if any** at all
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Additional uses of the horse arena by Valencia Fair Management Company, Inc. will be negotiated on a case-by-case basis between the Lessee and Lessor.

Lessee understands that Lessor may rent other parts of the fairgrounds to others. Lessee shall not interfere with the access or use of any fairground's premises leased to third parties. Lessor shall use its best efforts to advise Lessee in advance of dates on which third parties have leased fairground premises. At the



conclusion of any event sponsored by Lessee, and in no case not later than 8:00 a.m. the next morning, Lessee shall pick up all trash and debris in the horse arena, parking lot and any other areas used by Lessee. Also, at the conclusion of any event sponsored by Lessee, and in no event later than 8:00 a.m. the next morning, Lessee shall advise Lessor of any damage to the premises caused by any of Lessee's invitees and of any maintenance needed to the arena or other areas used by Lessee.

Lessee will include notice in its programs, registration, or other materials stating that Valencia Fair Management Company, Inc. is not responsible for any damages or injuries sustained during or relating to Lessee's use of the premises.

Lessee agrees to provide adequate traffic control and security for its events.

Lessee will develop and maintain a concussion protocol program suitable for activities performed related to the lease.

Lessee agrees to cancel/delay any event when lightning is present.

Prior to the facility being used for events, the Lessee is responsible for making necessary repair to the facility to make the facility safe and operational. It is the Lessee responsibility to ensure that the facility is safe to use for its intended purposes.

4. Payment for Lease

Lessee will make an annual payment of \$2,500.00. This payment is due at the execution of the lease.

5. Utilities

Lessee will make all utility payments associated with the operation of the horse arena lease. These utilities include City of Belen Water Department and PNM. Any propane required will be the responsibility of the Lessee. Any propane required will be the responsibility of the Lessee. Lessee will be responsible for providing and maintaining adequate restroom facilities throughout the term of the lease.

6. Maintenance



Lessee will maintain and repair the premises to preserve good condition taking into account normal wear and tear. During rental period any repairs, improvements or alteration made to the leased property shall be approved by the Lessor prior to the beginning of any work. All repair and improvements made to the leased property by the lessee shall be permanent. Failure to comply with this provision shall entitle Lessor to have required maintenance and repairs done and to bill Lessee for such costs. Lessee must pay Lessor the amount of any maintenance or repair bills within fifteen (15) days of receipt of the bill. Any damage or unsafe condition observed by the Lessee shall be reported immediately to the Lessor.

7. Indemnification

Under no circumstances shall Lessor be liable to Lessee or any of Lessee's invitees, guests or officials or agents for any damage to person, animal or property. Lessee shall defend, indemnify and hold harmless Lessor, its agents, officers, officials, invitees, employees, contractors, subcontractors, licensees or third parties from and against any party claims or liabilities relating to: (i) Lessee's use or occupancy of the premises, including those arising from accident, injury, or damage, however and by whomsoever caused (except to the extent of any claim arising out of Lessors negligence or willful misconduct), (ii) the conduct of Lessee's business or anything else permitted by Lessee, (ii) a breach or default in the performance of Lessee's obligations under the Lease, or (iv) from any negligent act or willful misconduct of Lessee, its agents, officials, employees, contractors, subcontractors, invitees or licensees. In case a claim is made against Lessor, its agents or affiliates are made a party to any litigation commenced by or against Lessee, then Lessee shall defend, protect and hold Lessor harmless and shall pay all reasonable costs, expenses and attorney's fees assessed against Lessor in connection with the defense of, settlement or judgment of any such claim or litigation.

8. Rules and Regulations

Lessee acknowledges the terms of this proposal. Further, Lessee acknowledges that the Proposal is incorporated into this agreement by reference.

9. Insurance

Within ten days of receiving notice of the acceptance of Lessee's bid, and in any event prior to the use by Lessee of the arena or any fairgrounds premises, Lessee shall provide Lessor of written proof of adequate insurance coverage per Exhibit A of this agreement, a



copy of the insurer's declaration page naming Valencia Fair Management Company, Inc. as an additional insured, and contact information for the insurer's agent and, if any broker. Prior to the commencement of any renewed term of this lease, Lessee shall provide then current written proof of insurance as required by this agreement, a current declaration page naming Lessor as an additional insured, and current contact information for the insurance agent and, if any, broker. Lessee shall be responsible for obtaining/maintaining an insurance policy per the requirements of Exhibit A of this agreement at all times during the term, including any renewed term, of this agreement. Lapse or loss of insurance coverage is grounds for immediate termination of this agreement.

11. Inspection, No Warranty

Lessee acknowledges and understands that Lessor makes no warranty regarding the condition of the premises or the suitability for any particular purpose. Lessee shall inspect the premises prior to each use to assure that no dangerous condition exists and, if there is a dangerous condition, Lessee shall notify Lessor immediately and, unless agreed otherwise by both parties, shall either remedy the condition prior to use of the premises or cancel the event.

12. NM Equine Liability

Lessee is required to post sign complying with NM Equine Liability Act at any event where horses are present.

13. Entire Agreement

This document constitutes the entire agreement and no promises or representation, other than those contained here and those implied by law have been made by Lessee or Lessor. Any modification to this agreement must be in writing and signed by both parties.

This agreement may be signed in counterparts, a copy shall serve as an original and is effective as of the later of the dates indicated by the signatures below.

14. Notices and Contact Information

Written notice under this agreement may be provided by hand delivery, US mail or email to the addresses provided below. Lessor and Lessee shall each be responsible for providing the other with



any changes to the contact information below. Notice sent by US mail or email shall be deemed to have been provided 24 hours after notice was sent.

Lessor and Lessee shall each provide the other with emergency contact information to be used, if necessary, to report a problem or concern relating to an event or the premises. Unless different emergency contact information is provided, the contact information above shall be used for emergency contacts.

Lessee Contact Information

Name
Address
Email
Phone Number

Lessor Contact Information

Lincoln Hill
PO Box 344
Belen, NM 87002
info@valencaifair.com
505-269-7683

Lessee: _____ Date: _____

Lessor: _____ Date: _____
Lincoln Hill

Lessor: _____ Date: _____
Cassidy T. Cordova