



LEASE AGREEMENT
Prescott Rodeo Grounds
City Contract No. 2017-020

THIS AGREEMENT is made and entered into this 12 day of July, 2016, by and between the City of Prescott ("City"), a political subdivision of the State of Arizona, and Prescott Frontier Days®, Inc. ("PFD"), an Arizona non-profit corporation, herein jointly referred to as the "Parties."

RECITALS

WHEREAS, City owns and controls certain real property located in Prescott, Arizona, known as the Prescott Rodeo Grounds (the "Rodeo Grounds") where the World's Oldest Rodeo® (the "Rodeo") has taken place for over one hundred years; and

WHEREAS, City has experienced and wishes to continue to experience significant economic benefit as a result of tourism, business and tax revenues generated by the Rodeo taking place on the Rodeo Grounds; and

WHEREAS, PFD operates the Rodeo and other livestock, agricultural and equestrian events on the Rodeo Grounds and wishes to enter into a new Lease Agreement for certain portions of the Rodeo Grounds (the "Premises"), together with the buildings and other improvements thereupon, to enable PFD to continue to operate its events at the current location; and

WHEREAS, City wishes for PFD to continue to operate the Rodeo and other livestock, agricultural and equestrian events on the Rodeo Grounds, and wishes to enter into a new Lease Agreement for certain portions of the Rodeo Grounds (the "Premises"), together with the buildings and other improvements thereupon, to enable PFD to continue to operate its events at the current location; and

WHEREAS, City and PFD are prepared to commit funds and other resources for maintenance and improvement of the Premises in order to enable continued operation of the Rodeo at the current location; and

WHEREAS, City is willing to enter into a Lease Agreement (the "Lease") with PFD conditioned on the continued operation of the Rodeo by PFD at its current location; and

WHEREAS, City may lease lands and buildings pursuant to its City Charter, Article VIII, Section 11; and

WHEREAS, PFD is an Arizona non-profit corporation authorized to enter into agreements for lease of City lands and buildings pursuant to its corporate by-laws and Title 10 of the Arizona Revised Statutes, governing non-profit corporations, and has provided documentation therefor; and

WHEREAS, the Parties have fully complied with the requirements pursuant to its corporate by-laws and Title 10 of the Arizona Revised statutes governing non-profit corporations prior to execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Cancellation of Previous Agreements. This Lease Agreement, City Contract No. 2016-282, cancels and supersedes the Second Supplement to Lease and Management Agreement, City Contract No. 2011-323A2, and all prior contracts and amendments thereto pertaining to the Rodeo Grounds, to which the City of Prescott and PFD are both parties.

2. Lease of Premises.

a. City, pursuant to the terms and conditions set forth herein, hereby leases to PFD the Premises consisting of Parcels 1 through 9 as identified and depicted by Attachment A, which is incorporated herein by reference.

b. The Parties may amend this Lease from time to time to modify the boundaries, buildings, other facilities, terms, or conditions.

c. The Premises shall not be reduced or otherwise modified by the City without the concurrence of PFD, or expanded or otherwise modified, altered, or improved by PFD without the concurrence of the City; any such modification shall be formalized by amending the Lease.

d. The Parties acknowledge and agree that PFD shall have the right to install additional permanent grandstands, subject to issuance of a building permit by the City, at mutually acceptable locations within the Premises.

3. Lease Term and Extension. The Lease shall commence on the date when the Lease is fully executed by the Parties, and be for a term of twenty-five (25) years, unless earlier terminated as provided herein. Recognizing that certain arrangements with stock contractors, specialty acts, and other attractions must be made by PFD three (3) years in advance, the Parties agree to meet in the twenty-second year of this Lease (2038) for the purpose of considering an extension beyond the twenty-five year term. In the event that the Parties are amenable to an extension, the Lease shall automatically renew at the end of the twenty-fifth year for an additional five (5) years. If not so extended, the Lease shall terminate at the end of the twenty-five year term. Nothing herein shall preclude the Parties from otherwise renewing or replacing the Lease, and/or modifying the terms and conditions upon mutual agreement, at any time.

4. Use of the Premises. During the term of this Agreement, or any renewal term thereof, PFD shall use the Premises exclusively for the World's Oldest Rodeo®, other rodeo events, agricultural, livestock, and equestrian events, and such other events or activities as may be authorized by the City subject to the limitations set forth in this Agreement and attachments hereto. It is understood and agreed that the use of the Premises by PFD, and policies governing such use, shall conform to all applicable federal, state, and local laws, rules, ordinances, and regulations. PFD's use or management of the leased Premises in violation of this section shall be deemed a material breach of this Agreement.

5. Management of the Premises.

a. PFD shall act as the exclusive Property Manager for the Premises during the entire year, within which time uses and events produced by others, such as a rodeo or of an agricultural, livestock, or equestrian nature, are anticipated to occur. Prior to authorizing such events, PFD shall consult with the City to determine those which will require City approval through its Special Events process, e.g., major events that will generate significant off-site traffic or noise impacts, or require substantial police and/or EMS support. PFD shall have exclusive control of the entire Premises and parking lots, and incidental use of Adjacent Property as defined herein (except that Adjacent Property already used by other parties as provided by separate leases or authorizations) during the months of June and July of every year. Uses of the Premises for other than rodeo, agricultural, livestock, or equestrian purposes shall be subject to prior review by the City, and approval through its Special Events process if deemed

necessary by the City, upon a determination by the City that the use or event is consistent and compatible with the public ownership, nature, and capacity of the Rodeo Grounds.

b. Income derived from the Premises by PFD.

(1) PFD Events. Income derived from operation of the World's Oldest Rodeo® and other events produced by PFD shall be the property of PFD.

(2) Other Events. All rental proceeds from events not produced by PFD but otherwise collected by PFD shall be deposited into a separate revenue account maintained by PFD. Monies in said revenue account shall be for the exclusive uses of reimbursing PFD for its direct, reasonable expenses associated with such rentals, and transfers into the maintenance fund established by Section 8.c. The City agrees to indemnify and hold PFD harmless from any and all damages or losses that occur at those events approved by the City through its Special Events process.

(3) PFD shall not enter into an exclusive sponsorship agreement with a party that precludes sponsorship of non-PFD events by another party, with the exception of the exclusive sponsorship agreements presently existing and associated with the World's Oldest Rodeo® and the Rodeo Parade.

c. Serving of alcohol on the Premises.

(1) PFD may serve alcohol to the public on the Premises in the area authorized by its liquor license during events it produces, and other events it attracts and for which it enters into a contract with the event organizers for production, if properly licensed and in full compliance with state law.

(2) For other approved uses or events not produced by PFD, specifically a rodeo or other use or event of an agricultural, livestock, or equestrian nature, PFD shall have the option to either serve alcohol or suspend its license to serve alcohol in order to allow alcohol service to the public on the Premises by the producers of such other uses subject to special event licensure and full compliance with state law.

(3) For other approved uses or events (i) not produced by PFD or for which it has not entered into a contract with the event organizers for production, and (ii) not a use or event of an agricultural, livestock, or equestrian nature, the event organizers may either request that PFD serve alcohol to the public, or apply to the City for a special

event liquor license for the serving of alcohol to the public by a separate special event liquor licensee. Upon receipt of such a request, PFD shall solely determine whether to provide such service.

(4) In the event that a special event liquor license application is made to the City pursuant to Paragraph 5.c.(3), and the City approves the application, the serving of liquor shall occur at a location or locations not within the Premises (i.e., within the Adjacent Property, other Common Areas, or parking lots), by the separate special event liquor licensee, which service shall be in full compliance with state law.

6. Master Plan. During the initial five (5) years of the Lease Term, the City contemplates soliciting proposals for preparation of a master plan for the Rodeo Grounds (the "Master Plan"), to explore and realize economic development of the highest and best uses of the Rodeo Grounds complementary to use of the Premises by PFD under this Lease. The City shall invite PFD to participate in the Master Plan process. The Parties hereby agree that during said five (5) year period, the City shall have the right to amend the Lease, except the Lease term, to reflect the Master Plan and any public-private partnership or other City development; provided, however, that such amendment shall not impede PFD from operating the Rodeo as the lessee of the Premises. Nothing herein shall preclude the Parties from amending the Lease to provide for changes to the facilities leased by PFD, as long as operation of the Rodeo or other events produced or otherwise authorized by PFD is not adversely affected.

7. Utilities. PFD shall be responsible for payment of all costs for installation and/or maintenance of equipment required for utility services, and for payment of all periodic utility use charges as may be required to serve the Premises. Upon request of the City, PFD shall, at the City's expense, make such modifications to current utility connections and/or metering equipment as may be required for separate billing of PFD for utility use charges for the Premises.

8. Repair and Maintenance of the Premises.

a. The Parties acknowledge that PFD has inspected the Premises prior to execution of this Agreement, accepts the Premises in their present "as is" condition, and understands that the City has no present or future duty or responsibility for repair or maintenance of the Premises, except as otherwise expressly provided in this Agreement or written amendments hereto.

b. PFD agrees to perform ordinary repairs and maintenance necessary to keep the Premises in a safe and usable condition. If, at any time upon inspection of the

Premises, the City identifies conditions in need of correction to keep the Premises in a safe and usable condition, or to prevent future damage to or deterioration of the Premises, it shall provide a written list of such conditions to PFD. The Parties then agree to meet within 30 days of receipt of said list by PFD or within such other time period as may be mutually agreed upon by the Parties, in order to identify which items are ordinary repairs and maintenance, and others extraordinary, for which the Parties shall determine the percentage of financial responsibility each Party bears for correction, as well as which Party will have primary responsibility over the associated work.

c. PFD shall establish a maintenance fund and deposit into it the sum of \$10,000.00 by January 1, 2017, to assure and effect performance of the maintenance responsibilities of PFD as set forth herein. Said fund shall be replenished annually and increased in the amount of \$200.00 for each year of the lease, such that the entire amount for maintenance is available on the first day of each calendar year.

d. PFD shall be responsible for compliance with environmental and public health regulations applicable to the Premises, and its use thereof, and to the extent that such use by PFD or other parties allowed by PFD cause or contribute to compliance issues outside the Property including stormwater runoff, quality, and pollution abatement. PFD shall control, manage, and promptly remove animal waste generated by use of the Premises, to safeguard the public health and in order to facilitate maintenance of the stormwater treatment bio-swale at the drainage outfall of the Rodeo Grounds, to prevent degradation of surface water quality. Not later than the first day of September of each year during the Lease term, PFD shall pay the sum of five hundred dollars (\$500.00) for annual maintenance of the bio-swale to the City, which shall maintain the facility. Said payment shall be adjusted annually according to the CPI (Consumer Price Index – All Urban Consumers U.S. All items 1982-84=100).

e. The City shall be responsible for structural code compliance for buildings and other facilities as they existed upon assumption of City ownership of the Premises.

9. Notwithstanding the provisions of Section 8 of this Agreement, the City shall be responsible for repair and maintenance of the Utility Service Systems serving the Premises, including sewer, water, gas, and electric lines located on portions of the Rodeo Grounds other than the Premises, and underground sewer, water, gas, or electric lines located upon the Premises. The City's obligations pursuant to this Section shall not include repair or maintenance of pipes, lines, wiring, or other facilities for delivery of utility services contained within buildings or other structures located on the Premises. It is understood and agreed that PFD shall be responsible for costs incurred

by the City for repairs and maintenance of Utility Service Systems resulting from the negligent acts or omissions of PFD.

10. Alterations and Improvements. It is understood and agreed that the City has no present or future duty or responsibility to make alterations or improvements to the Premises. PFD shall at its sole expense make all alterations and improvements as it may deem necessary or desirable except as otherwise expressly provided in the Agreement or written amendments hereto. Prior to undertaking any alterations or improvements within the Premises, PFD shall submit plans and specifications in a form acceptable to City for review and written approval, and shall also comply with all other applicable statutes, rules, ordinance, and regulations governing such alterations or improvements. No work shall be commenced by PFD unless required written approvals have been obtained.

11. Ownership of Real and Personal Property. Title to all real and personal property owned by the City as of the effective date of this Agreement shall remain in the City. Title to all buildings, additions, or other improvements to the Premises or the Adjacent Property that may be constructed or installed during the Lease Term shall vest in City upon completion or installation, and shall remain the property of the City unless expressly provided otherwise in this Agreement or amendments thereto. Title to personal property or fixtures acquired by PFD that can be removed without damage to the real property to which it is attached, shall remain in PFD, and such property may be removed by PFD at any time prior to the date of expiration of this Agreement or of any renewals hereof. A current list of Personal Property of PFD, which Property may change from time to time, is provided as Attachment B hereto.

12. City Access to the Rodeo Grounds. The City shall be permitted access to the Premises at all times for the purpose of examining and inspecting for health and safety hazards or otherwise monitoring compliance with this Agreement, or for the purpose of gaining access to the Adjacent Property or other property controlled by the City, or for such other purposes as City may deem necessary for the conduct of its business and/or administration of this Agreement.

13. Adjacent City Property.

a. Incidental Use. City hereby grants to PFD the right to use other unimproved areas of the Rodeo Grounds (the "Adjacent Property"), to the extent that such use does not interfere with use by the City or other parties authorized by the City. It is contemplated by the Parties that such use by PFD shall include an Indian and/or Native American Village and associated arts and crafts and demonstrations created by Native

American peoples from Yavapai County. It is understood and agreed that PFD shall be responsible for any and all cleanup, repair, or restoration necessitated by such use; and that during such periods of PFD use of the Adjacent Property, the indemnification and insurance provisions set forth herein shall apply to activities conducted on the Adjacent Property, and that applicable policies of insurance shall expressly cover all such uses. PFD shall make no alterations of or improvements to the Adjacent Property without the express prior written consent of the City. Ownership of any property or improvements on the Adjacent Property shall be governed by the provisions of Section 11 of this Agreement. Except as expressly provided in this Agreement or written amendments hereto, PFD use of the Adjacent Property shall not impede, restrict, or otherwise interfere with use of the Adjacent Property by the City or other City-authorized parties.

b. Maintenance. The City shall not be obligated to maintain the Adjacent Property, and facilities thereupon, to standards higher than those set forth in the Prescott City Code applicable to all properties, buildings, and structures within the City.

14. Use of Streets, Accessways, and Other Outdoor Common Areas.

a. The Parties acknowledge that the Premises are located adjacent to public rights-of-way, City-owned rights-of-way, and other Outdoor Common Areas (the "Common Areas"). Except as may be restricted herein, City will allow PFD to use rights-of-way and other Common Areas owned and controlled by City and located adjacent to the Premises for ingress and egress from the Premises as required in order to allow PFD to conduct the activities authorized by this Agreement. PFD agrees to abide by any security provisions and access control policies established by City with respect to the Common Areas.

b. It is understood and agreed that PFD shall be responsible for the cost of any cleaning, maintenance, or repair that may be required due to its use of the Common Areas for activities and events conducted pursuant to this Agreement. It is further understood and agreed that the indemnification and insurance provisions set forth herein shall apply to any claims, damages, losses, or expenses arising from PFD use of the Common Areas pursuant to this Agreement, and that applicable policies of insurance shall expressly cover all such uses.

c. PFD shall erect no structures nor make other alterations or improvement to the Common Areas without the express prior written consent of the City or such other entities having jurisdiction over any portion of such Common Areas. Ownership of any property or improvements on the Common Areas owned by the City shall be governed by the provisions of Section 11 of this Agreement. Except as expressly provided in this

Agreement or written amendments hereto, PFD use of the Common Areas shall not impede, restrict, or otherwise interfere with the City's use of its Common Areas.

15. **Parking Areas.** Notwithstanding the provisions of Section 14 of this Agreement, the City shall retain control of vehicle parking in areas located outside the Premises with the exception that PFD shall have exclusive control of all Parking Areas during the months of June and July of every year and also during the Yavapai Fair, 4H exhibitions, Western-themed shows and competitions, and agricultural, livestock, equestrian, or other approved events; provided, however, that no such control or use shall impede, restrict, or otherwise interfere with use of the parking areas by the City or other City-authorized parties. During all other times, PFD shall be allocated parking spaces for routine daily business in front of each of the Mackin Building and Freeman Building, and east of the Doc Pardee Building as needed, with overflow parking in the large parking area south of Barn B. Requests for additional parking spaces for events and activities conducted pursuant to this Agreement may be made to the City on an as-necessary basis.

16. **Animal Quarantine; Interruption of Uses and Events.** The Parties acknowledge that in the event of an animal quarantine declared by the State Veterinarian applying to the Rodeo Grounds, certain uses of the Rodeo Grounds, including those within the Premises and Adjacent Property, may be suspended during such quarantine. The Parties agree that all agreements for use of the Rodeo Grounds in whole or part shall contain a provision providing notice to the parties thereto, and pursuant to Paragraphs 17 and 18 herein, indemnify and hold harmless the City and PFD, its employees, agents, officers, representatives, and volunteers, for any and all claims, damages, losses, and expenses arising from such quarantine.

17. **Indemnification by PFD.** To the fullest extent permitted by law, PFD shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, employees and volunteers from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the activities, acts, errors, mistakes, omissions, work or services of PFD, its employees, agents, officers, representatives, and volunteers in the performance of this Agreement. PFD's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials, employees and/or volunteers that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any activities, acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the PFD or any of PFD sub-lessees, PFD vendors, PFD facility users, PFD contractors or

subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services PFD may be legally liable.

18. Indemnification by City. To the fullest extent permitted by law, City shall defend, indemnify and hold harmless PFD, its agents, officers, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, and/or arising out of, the City's use and/or occupancy of the Premises.

19. Insurance. PFD shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the obligations hereunder by PFD, its agents, representatives, officers, employees, volunteers, contractors or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits contained herein are sufficient to protect PFD from liabilities that might arise out of the performance of its obligations under this Agreement and PFD is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by PFD even if those limits of liability are in excess of those required by this Agreement.
2. PFD's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: PFD shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City. Each insurance policy required by this Agreement must be in effect at or prior to the execution of this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

All certificates required by this Agreement shall be sent directly to the City of Prescott Risk Management Division, 221 South Cortez Street, Prescott, AZ 86303. The City contract number and an indication of this Lease Agreement shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

Insurance Requirements - PFD shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000
- Personal and Advertising Injury \$ 1,000,000
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Lessee- Prescott Frontier Days, Inc. "

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to

liability arising out of the activities performed by, or on behalf of, Lessee- Prescott Frontier Days®, Inc. "

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
Each Accident -	\$1,000,000
Disease – each employee -	\$1,000,000
Disease – policy limit -	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from activities performed by, or on behalf of, Lessee- Prescott Frontier Days.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, PFD shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

20. Assignment and Sublease. This Lease shall be freely assignable by the City, but shall not be assigned or subleased, or otherwise transferred, in whole or in part, by PFD without prior express written consent by the City. This restriction shall not apply to temporary uses or concession agreements for intermittent uses of portions of the Premises as long as such agreements do not purport to convey any interest in the Premises or to create a landlord-tenant relationship between PFD and any other party. Any act by PFD which purports to assign, sublease, or otherwise transfer any interest in this Lease or in the Premises without the express approval of City shall be deemed void and shall further, at the sole option of City, be grounds for immediate termination of this Agreement.

21. Termination.

a. Termination for Breach. Except as otherwise expressly provided herein, in the event of a breach of any term or condition of this Agreement by PFD, the City shall provide written notice to PFD, with said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen

(15) calendar days of receipt of such notice by PFD, City may at its sole option terminate this Lease without further notice and re-enter and take possession of the Premises and all improvements thereto. The rights of the City in such event may be enforced by an action in unlawful detainer or any other available legal remedy.

b. Termination Upon Cessation of Rodeo Activities. This Agreement shall be subject to termination by the City, acting in its sole discretion, as of December 31 of any calendar year during which any of the following occurs:

(1) PFD fails to conduct the Rodeo on the Premises.

(2) PFD conducts the Rodeo at a location other than on the Premises.

c. Termination Upon Change in Lessee Status. This Agreement shall automatically terminate in the event that PFD ceases to operate as an Arizona non-profit corporation or otherwise ceases to be an entity authorized to enter into a lease for City property pursuant to Title 10 of the Arizona Revised Statutes governing non-profit corporation. This Agreement shall automatically terminate upon any action by PFD that purports to transfer any right, title, or interest in the Premises to an entity that is not either a non-profit corporation or other entity authorized to enter into a lease for City lands or buildings pursuant to Title 10 of the Arizona Revised Statutes.

22. Notices. Notices to be sent pursuant to the Agreement shall be sent certified mail, postage prepaid. To the following addresses:

To PFD:

Prescott Frontier Days®
P.O. Box 2037
Prescott, AZ 86302-2037

To the City:

City Manager
City of Prescott
201 S. Cortez St.
Prescott, AZ 86303

23. Entire Agreement. This Agreement contains the entire agreement between the Parties and no modifications to the terms and conditions of the Lease shall be binding upon the Parties unless evidenced by an agreement in writing signed by the City and PFD.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first above written.

Lessee:

PRESCOTT FRONTIER DAYS®, INC

By: 

Printed Name JOSEPH C. BUTNER I.I.

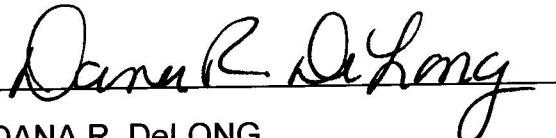
Title President

Lessor:

CITY OF PRESCOTT, an Arizona municipality

By: 
HARRY B. OBERG, Mayor

ATTEST:


DANA R. DeLONG

City Clerk

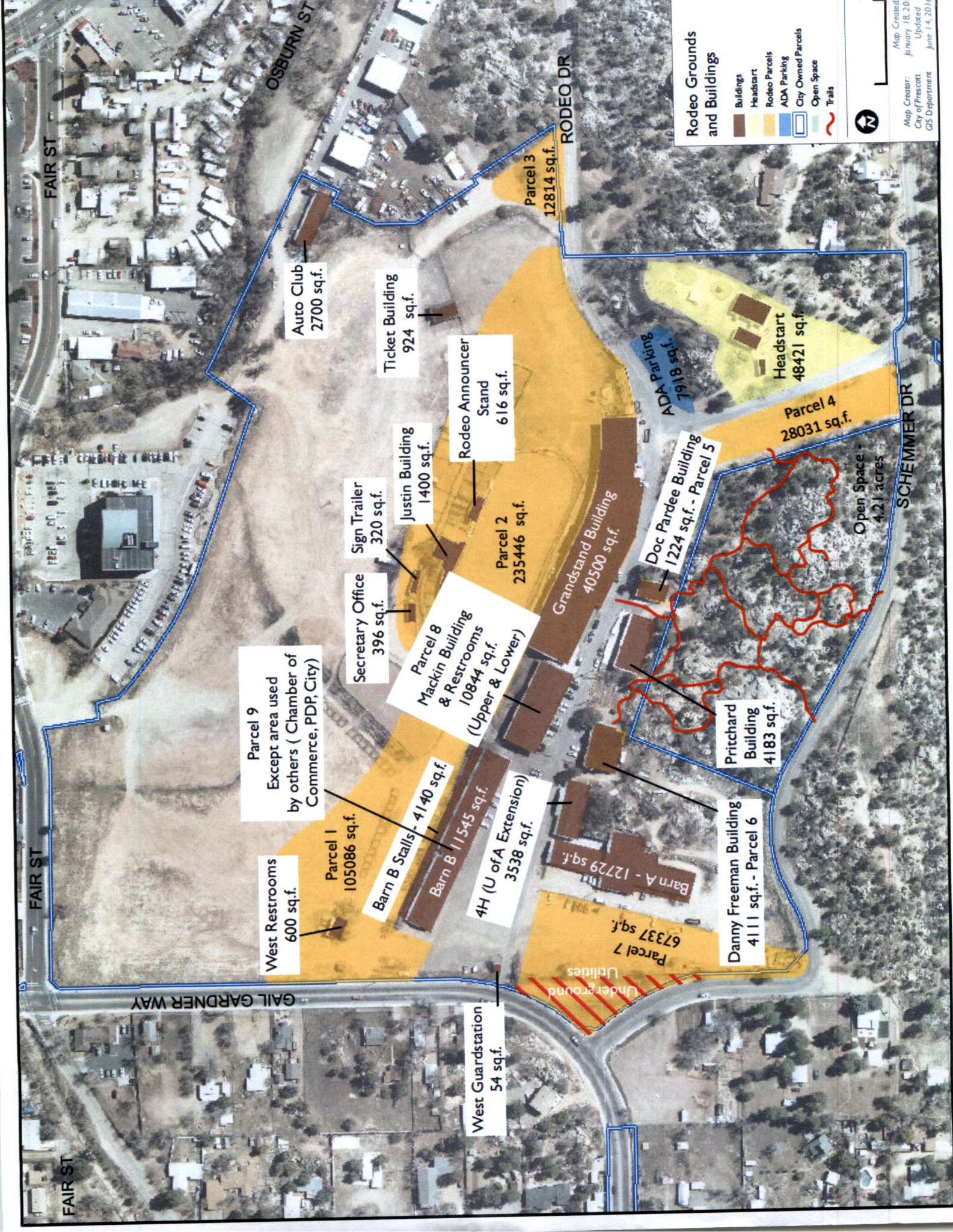
APPROVED AS TO FORM:


JON M. PALADINI

City Attorney

SEAL

ATTACHMENT A
MAP OF THE PREMISES



Rodeo Grounds and Buildings

- Buildings
- Headstart
- Rodeo Parcels
- ADA Parking
- City Owned Parcels
- Open Space
- Trails



Map Created: January 18, 2012
 City of Prescott
 GIS Department
 Updated: June 14, 2016

Parcel 1 105086 sq.f.

Parcel 2 235446 sq.f.

Parcel 3 12814 sq.f.

Parcel 4 28031 sq.f.

Parcel 5 1224 sq.f. - Parcel 5

Parcel 6 4111 sq.f. - Parcel 6

Parcel 7 67337 sq.f.

Parcel 8 Mackin Building & Restrooms (Upper & Lower) 10844 sq.f.

Parcel 9 Except area used by others (Chamber of Commerce, PDP, City)

West Restrooms 600 sq.f.

West Guardstation 54 sq.f.

Auto Club 2700 sq.f.

Ticket Building 924 sq.f.

Justin Building 1400 sq.f.

Rodeo Announcer Stand 616 sq.f.

Secretary Office 396 sq.f.

Sign Trailer 320 sq.f.

Grandstand Building 40500 sq.f.

Doc Pardee Building 1224 sq.f. - Parcel 5

Pritchard Building 4183 sq.f.

Danny Freeman Building 4111 sq.f. - Parcel 6

Headstart 48421 sq.f.

Open Space 4.21 acres

Barn A - 12729 sq.f.

Barn B 11545 sq.f.

4H (U of A Extension) 3538 sq.f.

Barn B Stalls - 4140 sq.f.

Utilities Underground

ADA Parking 1618 sq.f.

FAIR ST

OSBURN ST

RODEO DR

SCHEMMER DR

GAIL GARDNER WAY

ATTACHMENT B

SCHEDULE OF PRESCOTT FRONTIER DAYS® PERSONAL PROPERTY

Trailer ID-CRVAZ880450 (aka Ticket Office) and all items located in the trailer
Trailer ID-CRVAZ880459 (aka Rodeo Secretary Office) and all items located in the trailer
Trailer ID-NC3025 1973 Diamond TL – Plate AZ E07716 (Horse Trailer)
1993 Ford Water Truck
2005 John Deere Tractor
2 John Deere 4X2 Gators, John Deere 6x4 Gator
6 EZ – Go Golf Carts
5 Taylor – Dunn Golf Carts
23 units Portable Bleachers
Whole Arena Setup, including bucking chutes
Warmup Arena Setup
Portable Panels (Stalls, livestock pens and extras)
Sign Trailer and all items located in the trailer
Tool Trailer and all items located in the trailer
Electrical Trailer and all items located in the trailer
Freeman Storage Trailer and all items located in the trailer
2 Roping chutes (Preifert & WW)
Tractor arena drags
Arena Ground Hog
Various small outbuildings (Grand Entry, Cowboy Country, 4 Parking)
Miscellaneous office equipment & furniture
Miscellaneous panels and metal parts located in the area behind the Freeman Building
Miscellaneous items located in the Freeman, Mackin, Doc Pardee, Barn B Buildings
Miscellaneous items located in the Beverage, Cowboy Bar, Beverage office, Mercantile store, maintenance, telephone, mercantile storage, Jail House Saloon, east kitchen storage, east kitchen bar, east kitchen, and security rooms.