

**Adams County Agricultural Society**  
**Tuesday, June 11, 2024**  
**7:30 p.m.**

- I. **Call To Order**
- II. **Roll Call**  

PUBLIC NOTICE: Official Notice of the Regular Meeting was published in the Hastings Tribune on June 5, 2024. Pursuant to Nebraska Revised Statute Section 84-1412, the public is advised that a copy of today's agenda be posted in the back of this meeting room. In addition, a current copy of the Nebraska Open Meetings Act is posted in the back of the meeting room which is accessible to members of the public.
- III. **Pledge of Allegiance**
- IV. **Approval of Minutes**
- V. **Guests**
- VI. **Public Comments**
- VII. **4-H Council - Hartman**
- VIII. **Executive Committee - Wahl**
- IX. **Budget, Audit & Finance**
  - A. **Approval of Bills**
  - B. **Budget for 2024 - 2025**
- X. **Building & Grounds - Bumgardner**
  - A. **HVAC Units**
- XI. **Policy & Regulations Committee**
- XII. **Strategic Planning Committee**
- XIII. **Foundation Report - Wahl**
- XV. **Technology - Stark**
- XVI. **Oregon Trail Rodeo - S. Hinrichs**
- XVII. **Fair Committee - Wahl**
  - A. **Clarence Tilton - Windmill Park Entertainment**
- XVIII. **Kool-Aid Days - Niles**
- XIX. **Old Business**
  - A. **Hastings Exposition & Racing Licensing Agreement**
- XX. **New Business**
  - A. **Old Ice Box Truck**
- XXI. **Manager Report - Laux**
- XXII. **Executive Session**
  - A. **Appoint Treasurer**

The Adams County Ag Society Board reserve the right to enter into an executive session at any time during the meeting, in accordance with the Nebraska Open Meetings Act, even though the closed session may not be indicated on the agenda.

It is the intention of the Ag Society Board to take up the items on the agenda in sequential order. However, the Ag Society reserve the right to take up matters in a different order to accommodate the schedules of the Ag Society Directors, a person having items on the agenda, and the public.

For the full agenda and minutes go to <https://www.adamscountyfairgrounds.com/p/about/agenda>

# Adams County Agricultural Society Board Meeting Minutes

Date: May 14, 2024

Call to Order Time: 7:30 pm

## I. Call To Order

The Regular Meeting of the Adams County Agricultural Society, Hastings, Nebraska, met in open and public session at the Adams County Fairgrounds in Hastings, NE. Open meeting laws were posted and notice of meeting was advertised in the Hastings Tribune.

## II. Roll Call: Present were:

| Name              | Y | N | Name             | Y | N | Name                 | Y | N |
|-------------------|---|---|------------------|---|---|----------------------|---|---|
| Reid Ayers        | x |   | Jennifer Hartman |   |   | William Rathje       |   |   |
| Curt Bolte        | x |   | Scott Hinrichs   | x |   | Brad Stark           | x |   |
| Kurtis Bumgardner | x |   | Patrick Niles    | x |   | Justin Wahl          |   |   |
|                   |   |   |                  |   |   | Jolene Laux, manager | x |   |

## III. Pledge of Allegiance

## IV. Approval of Minutes

**Motion: Approval of the minutes for APRIL 9, 2024.**

Motion by: Curt

Seconded by: Kurtis

### Roll Call Vote:

| Name           | Y | N | Name           | Y | N | Name              | Y | N |
|----------------|---|---|----------------|---|---|-------------------|---|---|
| Reid Ayers     | X |   | William Rathje |   |   | Jennifer Hartman  |   |   |
| Brad Stark     | X |   | Justin Wahl    |   |   | Curt Bolte        | X |   |
| Scott Hinrichs | X |   | Patrick Niles  | X |   | Kurtis Bumgardner | X |   |

**MOTION: CARRIED**

## V. Guests:

MARK KAISER

BETH JANNING

HAROLD JOHNSON

LARRY ACKERMAN

## VI. Public Comment:

Mark Keiser - Fair Foundation: Talked about funding available for the new building and how much is available and if there was anything specifically that some of the money had to be spent on. Willis Hunt would like to be on the building committee or at least somebody from the foundation.

Beth Janning: 4-H budget update and about the fair book. Reminding about the 4H transfer and the minimum balance that is needed to avoid fines.

**VII. 4-H Council - Hartman**

Walk through and getting things started and that it would out great

**VIII. Executive Committee - Wahl**

None.

**IX. Budget, Audit & Finance - Curt Bolte**

**A. Approval of bills**

**Motion: Approval to Pay the Bills as presented for: \$82,386.41**

Motion by: Curt                      Seconded by: Jenny

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      |   |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | x |   | William Rathje |   |   |

**MOTION: CARRIED**

**Motion:** To approve and transfer \$5,000 into the fair premium account.

Motion by: Curt                      Seconded by: Brad

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      |   |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | x |   | William Rathje |   |   |

**MOTION: CARRIED**

**X. Buildings and Grounds - K.Bumgardner**

**Jolene: Schindler Elevator contract**

**Motion:** To approve the elevator contract for 5 years at the 5 percent discount.

Motion by: Kurtis                      Seconded by: Curt

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      |   |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | x |   | William Rathje |   |   |

**MOTION: CARRIED**

**Air conditioners for the Activities Building.**

Recommended to get bids for air conditioning units.

**XI. Policy & Regulations Committee - C.Bolte**

About adding cans to the clear bag policy. Tabled until later in the night

**XII. Strategic Planning**

None

**XIII. Foundation - Wahl**

Mark Kaiser

**XV. Technology - B.Stark**

None.

**XVI. Oregon Trail Rodeo - S.Hinrichs**

**XVII. Fair Committee - Bolte**

None.

**XVIII. Kool-Aid Days - Niles**

Fireworks for Saturday after the rodeo.

**Motion:** To accept Premier Pyrotechnics fireworks contract for 2024

Motion by: Pat                      Seconded by: Scott

**Roll Call Vote:**

| Name             | Y  | N | Name              | Y | N | Name           | Y | N |
|------------------|----|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      | xx |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x  |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x  |   | Curt Bolte        | x |   | William Rathje | x |   |

**MOTION: CARRIED**

Jolene: Train Ride Contract - train rides during Kool-Aid Days.

**Motion:** To accept K Rail Hobbies LLC contract for the train ride service for Kool-Aid Days 2024.

Motion by: Pat                      Seconded by: Jennifer

**Roll Call Vote:**

| Name             | Y | N | Name              | Y  | N | Name           | Y | N |
|------------------|---|---|-------------------|----|---|----------------|---|---|
| Justin Wahl      | x |   | Reid Ayers        | x  |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x  |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | xx |   | William Rathje | x |   |

**MOTION: CARRIED**

**XIX. Old Business**

**Hastings Exposition & Racing Licensing Agreement**

**Motion:** To deny the contract for 2025 - 2026 for the horse race track.

Motion by: Kurtis      Seconded by: Curt

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      | x |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | A |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | A |   | Curt Bolte        | x |   | William Rathje | x |   |

**MOTION:                    CARRIED**

**XX. New Business**

**Fundraising event for firefighter and first responder.**

**Motion:** To provide the north end for the firefighters fundraiser.

Motion by     Scott          Seconded by     Jenny    

**Roll Call Vote:**

| Name           | Y | N | Name              | Y | N | Name             | Y | N |
|----------------|---|---|-------------------|---|---|------------------|---|---|
| William Rathje | x |   | Scott Hinrichs    | x |   | Patrick Niles    | x |   |
| Reid Ayers     | x |   | Kurtis Bumgardner | x |   | Jennifer Hartman | x |   |
| Curt Bolte     | x |   | Brad Stark        | x |   | Justin Wahl      | x |   |

**MOTION:                    CARRIED**

**Policy #3.10.2020A Updates**

**Motion:** To add cans to the prohibited items in the grandstands. Per clear bag policy.

Motion by: Scott      Seconded by: Curt

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      | x |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | x |   | William Rathje | x |   |

**MOTION:                    CARRIED**

**Motion:** To override the two reading policy for #3.10.2020A

Motion by: Scott      Seconded by: Curt

**Roll Call Vote:**

| Name             | Y | N | Name              | Y | N | Name           | Y | N |
|------------------|---|---|-------------------|---|---|----------------|---|---|
| Justin Wahl      | x |   | Reid Ayers        | x |   | Scott Hinrichs | x |   |
| Jennifer Hartman | x |   | Kurtis Bumgardner | x |   | Patrick Niles  | x |   |
| Brad Stark       | x |   | Curt Bolte        | x |   | William Rathje | x |   |

**MOTION:                    CARRIED**

**XXI. Manager Report - J.Laux**

**XXII. Executive Session:**

Time entered Executive Session:

Time left Executive Session:

*Motion: To adjourn meeting*

*By : Pat      Seconded by: Jenny*

*Meeting ended: 8:34pm*

**ADAMS COUNTY AG SOCIETY**  
**Vendor Balance Summary**  
As of June 11, 2024

|                                       | Total               |  |
|---------------------------------------|---------------------|--|
| ALLO                                  | 310.48              | phone - \$160.48/internet - \$150.00                                     |
| COMMUNICATIONS ENGINEERING            | 595.00              | new card reader - West End   |
| CORNHUSKER PRESS                      | 1,005.99            | Open Class tags - \$426.14/Sponsor Stickers - \$579.85                   |
| CPI                                   | 845.60              | gas  |
| DOUBLE LOCKED SECURITY                | 586.50              | security   |
| EGAN SUPPLY CO.-001                   | 1,802.30            | trash liners   |
| First Concord Benefits Group          | 129.00              | employee cafeteria plan  |
| HASTINGS TRIBUNE                      | 3.27                | board meeting ad   |
| HASTINGS UTILITIES                    | 5,931.94            | 1109 S Baltimore-\$34.08/808 Franklin-\$281.64/947 S Baltimore-\$5616.22 |
| KT HEATING & AIR CONDITIONING         | 2,187.33            | maintenance/filter change  |
| NEBRASKA TRAVEL ASSOCIATION           | 150.00              | membership for ad Kool-Aid Days has in travel magazine                   |
| NRG MEDIA                             | 741.00              | fair advertising   |
| SAFFIRE                               | 900.00              | semi-annual hosting/licensing for website                                |
| SCHINDLER ELEVATOR CORPORATION        | 331.56              | yearly billing for maintenance service - April 1, 2024-March 31, 2025    |
| TRI-CITY SIGNS                        | 2,901.00            | marquee repairs - power supply   |
| WELLS FARGO VENDOR FINANCIAL SERVICES | 115.99              | copier lease   |
| W.G. PAULEY LUMBER CO.                | 237.60              | wood for 4-H barn repairs  |
| WOODWARD'S DISPOSAL                   | 737.50              | garbage  |
| PIONEER EQUIPMENT                     | 3,500.00            | ice trailer  |
| <b>TOTAL</b>                          | <b>\$ 23,012.06</b> |  |
| <br>                                  |                     |  |
| MEDICA                                | 4939.25             | health insurance   |
|                                       | <b>\$ 27,951.31</b> |  |

|  | As of May 31, 2024<br>Year to Date July<br>2023 - June 2024 | Current Year<br>Budget July 2023 -<br>June 2024 | Next Fiscal Year<br>with 2.5% Asking<br>Proposed Budget<br>July 2024-June 2025 |
|--|---|---|--|
| <b>General Fund - Operations</b>   |   |   |  |
| <b>Revenues:</b>   |   |   |  |
| Personal & Real Property Taxes (less delinquent allowance)                                 | \$475,095.43  | \$505,720.00                                    | \$518,363.00   |
| Building/Grounds & Related Rental  | \$116,768.51  | \$150,000.00                                    | \$150,000.00   |
| Security Income  | \$13,486.89   | \$25,000.00                                     | \$25,000.00  |
| Interest Income  | \$1,559.52  | \$100.00  | \$100.00   |
| Misc. Income/Pop Commissions/Returned Check Charges/Dump Station Income/Online Camping Fee | \$9,238.75  | \$100.00  | \$100.00   |
| <b>Subtotal</b>  | <b>\$616,149.10</b>   | <b>\$680,920.00</b>                             | <b>\$693,563.00</b>  |
|  |   |   |  |
| <b>General Fund - Operations</b>   |   |   |  |
| <b>Expenses:</b>   |   |   |  |
| Salaries/Wages   | \$243,728.17  | \$260,000.00                                    | \$277,000.00   |
| Payroll Taxes  | \$18,671.13   | \$30,000.00                                     | \$28,000.00  |
| Health Insurance   | \$46,133.53   | \$65,000.00                                     | \$65,000.00  |
| Operating Insurance  | \$19,181.47   | \$32,000.00                                     | \$35,000.00  |
| Simple IRA Contributions   | \$5,662.58  | \$12,000.00                                     | \$9,000.00   |
| Operating Supplies   | \$11,767.89   | \$15,000.00                                     | \$14,563.00  |
| Office Supplies/Postage/Computers & Software   | \$3,602.45  | \$5,000.00                                      | \$5,000.00   |
| Utilities/Garbage/Telephone/Internet   | \$97,037.62   | \$135,000.00                                    | \$120,000.00   |
| Advertising  | \$1,517.62  | \$3,000.00                                      | \$3,000.00   |
| Equipment Rentals  | \$2,949.86  | \$7,000.00                                      | \$4,000.00   |
| Mileage & Travel   | \$11,681.80   | \$12,000.00                                     | \$12,000.00  |
| Security   | \$15,150.11   | \$25,000.00                                     | \$25,000.00  |
| Gas & Oil  | \$5,693.91  | \$8,000.00                                      | \$8,000.00   |
| Repairs & Maintenance  | \$22,725.69   | \$28,000.00                                     | \$25,000.00  |
| Legal & Accounting   | \$1,246.00  | \$2,000.00                                      | \$2,000.00   |
| Lodging & Sales Tax  | \$4,376.01  | \$5,000.00                                      | \$5,000.00   |
| Direct Deposit/Credit Card Fees/Interest/Bank  | \$7,347.92  | \$2,000.00                                      | \$8,000.00   |
| Misc/AFLAC/Dues/Cafeteria/Furniture&Fixtures   | \$27,137.24   | \$14,920.00                                     | \$28,000.00  |
| Fairfest - 4-H Premium/Advertising   | \$0.00  | \$20,000.00                                     | \$20,000.00  |
|  | <b>\$545,611.00</b>   | <b>\$680,920.00</b>                             | <b>\$693,563.00</b>  |
|  |   |   |  |
| <b>Net Cash Flow - General</b>   | <b>\$70,538.10</b>  | <b>\$0.00</b>                                   | <b>\$0.00</b>  |
|  |   |   |  |



|   | As of May 31, 2024<br>Year to Date July<br>2023 - June 2024 | Current Year<br>Budget July 2023 -<br>June 2024 | Next Fiscal Year<br>with 2.5% Asking<br>Proposed Budget<br>July 2024-June 2025 |
|---|---|---|--|
| <b>Capital Projects Fund</b>                |   |   |  |
| <b>Revenues:</b>                            |   |   |  |
| Taxes - Warrant                             | \$235,214.40  | \$250,389.00                                    | \$256,648.73   |
| Interest                                    | \$1,583.12  | \$400.00  | \$400.00   |
| Gain on Equip. & Fixture Sale               | \$5,000.00  | \$0.00  | \$0.00   |
| Insurance                                   | \$0.00  | \$0.00  | \$0.00   |
|   | <b>\$241,797.52</b>   | <b>\$250,789.00</b>                             | <b>\$257,048.73</b>  |
| <b>Capital Projects Fund</b>                |   |   |  |
| <b>Expenses:</b>                            |   |   |  |
| Building/Grandstand Improvements/Other      | \$25,080.43   | \$106,789.00                                    | \$110,048.73   |
| Grounds Improvements & Repairs              | \$56,120.43   | \$53,000.00                                     | \$50,000.00  |
| Insurance                                   | \$38,467.00   | \$41,000.00                                     | \$47,000.00  |
| Legal & Accounting                          | \$9,850.00  | \$10,000.00                                     | \$10,000.00  |
| Equipment Rental                            | \$13,857.00   | \$15,000.00                                     | \$15,000.00  |
| Equipment, Furniture & Fixtures, Software & | \$65,410.21   | \$25,000.00                                     | \$25,000.00  |
|   | <b>\$208,785.07</b>   | <b>\$250,789.00</b>                             | <b>\$257,048.73</b>  |
|   |   |   |  |
| <b>Net Cash Flow - Capital</b>              | <b>\$33,012.45</b>  | <b>\$0.00</b>                                   | <b>\$0.00</b>  |



1001 W 1st St, Hastings, NE, 68901 \* (402) 463-4853

Adams County Fairground  
Attn: Jolene Laux  
947 S. Baltimore Ave.  
Hastings, NE, 68901

Date: May 23, 2024  
Re: Quote for a few units they are having  
Issues with. Call Joelene 402-462-3247  
Quote Number: 201690  
Property: Adams County Fairgrounds  
Address: 947 S Baltimore Ave, Hastings, NE,  
68901  
Phone: 402-462-3247  
Quote Expires Jul 3, 2024

As requested, we are pleased to offer our proposal for the above referenced project as follows:

**BID BASIS**

This proposal is based on the following documentation and as indicated in the scope of work below.

**SPECIFIC INCLUSIONS**

**ROOFTOP PACKAGED UNIT**

YORK 10 TON SUN PRO GAS/ELECTRIC PACKAGED UNIT WITH HAIL GUARD

**Material Description**

- ZJ120N24R2A1AAA1A SUNPRO
- Sheetmetal / Ductwork - service
- Gas Piping - MISC
- Lift Rental
- Misc. Materials

|                                   |                    |
|-----------------------------------|--------------------|
| <b>Proposal as Outlined Above</b> | <b>\$23,650.62</b> |
|-----------------------------------|--------------------|

**QUALIFICATIONS**

1. Our offer is firm for 30 thirty days from the date listed above.
2. 50% down payment is required with signed quote, before equipment is ordered.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

**SPECIFIC EXCLUSIONS**

1. Electrical work unless otherwise specified.

Thank you for contacting us for this quote!  
We provide free warranty registration on all equipment we sell.  
Financing available.  
Credit Cards accepted (Additional 3% will be charged)

**ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein. Sign below to confirm acceptance of this quote.

\_\_\_\_\_  
Signature



1001 W 1st St, Hastings, NE, 68901 \* (402) 463-4853

Adams County Fairground  
Attn: Jolene Laux  
947 S. Baltimore Ave.  
Hastings, NE, 68901

Date: Jun 3, 2024  
Re: OPTION 2: FURNACE, AC & COIL  
Quote Number: 201714  
Property: Southeast Event Room  
Address: 947 S Baltimore Ave, Hastings, NE,  
68901  
Phone: 402-984-9131  
Quote Expires Jul 3, 2024

As requested, we are pleased to offer our proposal for the above referenced project as follows:

**BID BASIS**

This proposal is based on the following documentation and as indicated in the scope of work below.

**SPECIFIC INCLUSIONS**

**OPTION 2: FURNACE, AC & COIL**  
OPTION 2: FURNACE, AC & COIL  
YORK 96%, 2 STAGE, 120K BTU GAS FURNACE  
YORK 5 TON, 3 PHASE, 13 SEER AC  
ADP 5 TON UPFLOW CASED COIL

**Material Description**

5 Ton AC Condensing Unit 13S R410A 3PH 230V  
Evaporator Coil, ADP Cased Upflow w/TXV - COILS  
Flush Existing Lineset - MISC  
Sheetmetal / Ductwork - service  
Lift Rental  
Gas Furnace, York LX Series Two Stage 96% with  
Standard ECM Motor, 120kBTU - GAS FURNACE  
Air Filter, Ultravation MERV 11 Air Cleaner, Straight 20x25  
- FILTERS  
Gas Exhaust Venting  
Gas Piping - MISC

|                                   |                    |
|-----------------------------------|--------------------|
| <b>Proposal as Outlined Above</b> | <b>\$10,586.16</b> |
|-----------------------------------|--------------------|

**QUALIFICATIONS**

1. Our offer is firm for 30 thirty days from the date listed above.
2. 50% down payment is required with signed quote, before equipment is ordered.

3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

**SPECIFIC EXCLUSIONS**

1. Electrical work unless otherwise specified.

Thank you for contacting us for this quote!  
We provide free warranty registration on all equipment we sell.  
Financing available.  
Credit Cards accepted (Additional 3% will be charged)

**ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein. Sign below to confirm acceptance of this quote.

\_\_\_\_\_  
Signature



1001 W 1st St, Hastings, NE, 68901 \* (402) 463-4853

Adams County Fairground  
Attn: Jolene Laux  
947 S. Baltimore Ave.  
Hastings, NE, 68901

Date: Jun 3, 2024  
Re: OPTION 1: AC & COIL  
Quote Number: 201713  
Property: Southeast Event Room  
Address: 947 S Baltimore Ave, Hastings, NE,  
68901  
Phone: 402-984-9131  
Quote Expires Jul 3, 2024

As requested, we are pleased to offer our proposal for the above referenced project as follows:

**BID BASIS**

This proposal is based on the following documentation and as indicated in the scope of work below.

**SPECIFIC INCLUSIONS**

**OPTION 1: AC & COIL**

OPTION 1: AC & COIL  
YORK 5 TON, 3 PHASE, 13 SEER AC  
ADP 5 TON UPFLOW COIL

**Material Description**

5 Ton AC Condensing Unit 13S R410A 3PH 230V  
Evaporator Coil, ADP Cased Upflow w/TXV - COILS  
Flush Existing Lineset - MISC  
Sheetmetal / Ductwork - service  
Lift Rental

|                                   |                   |
|-----------------------------------|-------------------|
| <b>Proposal as Outlined Above</b> | <b>\$6,473.08</b> |
|-----------------------------------|-------------------|

**QUALIFICATIONS**

1. Our offer is firm for 30 thirty days from the date listed above.
2. 50% down payment is required with signed quote, before equipment is ordered.
3. Our offer is predicated upon a clear and accessible area that will be made available by others, where our work is to be performed.
4. Unless noted in the specific inclusions, our work will be performed during our normal working hours and workweek.

**SPECIFIC EXCLUSIONS**

1. Electrical work unless otherwise specified.

Thank you for contacting us for this quote!  
We provide free warranty registration on all equipment we sell.  
Financing available.  
Credit Cards accepted (Additional 3% will be charged)

**ACCEPTANCE OF PROPOSAL**

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein. Sign below to confirm acceptance of this quote.

\_\_\_\_\_  
Signature

K-T Heating and Air Conditioning, Inc.  
234 East J Street  
Hastings, NE 68901

Phone # 1-402-463-1794  
Fax # 1-402-463-1811

MAY 10, 2024

Adams County Fair Grounds  
947 South Baltimore  
Hastings Ne, 68901

RE: northwest rooftop replacing existing mammoth unit, split for middle room

WE PROPOSE TO INSTALL 1- TRANE ROOFTOP YSJ120A3SOM 10 TON WITH ECONOMIZER,  
GAS LINE, DRAIN LINE, SET UNIT ON GROUND AND RUN NEW INSULATED DUCTWORK FROM  
EXISTING TO NEW ROOFTOP. CRANE INCLUDED. START UP AND CHECK OUT UNIT.

PRICE \$23,407.00

\* unit is  
24 years  
old

WE propose to install 1- 4TTA3060D3000 5 TON 3 PHASE, S9X1D120U5PSBA 95% FURNACE,  
4PXCDU60BS COIL, NEW LINESET, TIE INTO EXISTING SUPPLY DUCTWORK AND ADD NEW FILTER UNDER  
UNIT. DRAIN LINE, ROOFER, PVC FLUE, START UP AND CHECK OUT.

PRICE \$9,799.00

Existing MAMMOTH ROOFTOP IS ALMOST OUT OF FREON WHICH HOLDS AROUND 18 LBS OF R22  
THE FREON PRICE AROUND \$2,250.00 FOR FREON ONLY. PLUS FINDING WHERE THE LEAK IS AND  
ADDRESSING WHY THE SAFETYS HAVE BEEN CUT.

(coil can not be replaced)

\* will have  
Ziemba  
reseat  
where it  
goes in  
roof

QUOTE GOOD FOR 30 DAYS.

NO ELECTRICAL INCLUDED

Dan Smith



General Manager

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_





## ENTERTAINMENT APPLICATION - 2024

### Contact Information

|  |  |
|--|--|
| Name of Organization /Band: <u>Clarence Tilton</u><br><small>Please write legibly as this is what will be listed in our brochures.</small>   | Website: <u>www.clarencetilton.com</u>   |
| Contact Person: <u>Alex Withey</u>   | Social Handle: <u>Instagram: @clarencetiltonband<br/>Facebook: @clarencetiltonnebraska</u> |
| Address: <u>6615 Davenport St</u><br><div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"> <span><i>Street address</i></span> <span><i>Apt/Unit #</i></span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span><u>Omaha</u></span> <span><u>NE</u></span> <span><u>68132</u></span> </div> <div style="display: flex; justify-content: space-between; font-size: x-small; margin-top: 5px;"> <span><i>City</i></span> <span><i>State</i></span> <span><i>Zip Code</i></span> </div> | Phone: <u>214-364-6525</u><br><br>Email: <u>alex@ridehomemgmt.com</u>                      |

I approve the release of my contact information in the case of inquiries regarding the organization/band above.

### Performance Preferences

Circle the times at which you are available to perform and check the box for available dates.

|   |   |   |  |
|---|---|---|--|
| July 18 <sup>th</sup> , 2024 <input type="checkbox"/> | July 19 <sup>th</sup> , 2024 <input type="checkbox"/> | July 20 <sup>th</sup> , 2024 <input type="checkbox"/>                     | July 21 <sup>st</sup> , 2024 <input checked="" type="checkbox"/> |
| 5:00pm – 6:00pm                                       | 5:00pm – 6:00pm<br>or<br>5:00pm – 6:30pm              | 12:00pm – 1:00pm<br>2:00pm – 3:00pm<br>4:00pm – 5:00pm<br>6:00pm – 7:00pm | 12:00pm – 1:00pm<br>2:00pm – 3:00pm<br>4:00pm – 5:00pm           |
| 1 <sup>st</sup> Preference: <u>2PM-3PM</u>            | 2 <sup>nd</sup> Preference: <u>4PM-5PM</u>            | 3 <sup>rd</sup> Preference: _____   |  |

Please list the length of your performance and/or number of performances you can do per day, if there's multiple.

\*Times may be adjusted due to shorter performances.

1 performance on July 21st.  
Length: can do 1 hour-90 min

### Performance References

|  |  |
|--|--|
| Venue Name: <u>The Waiting Room Lounge</u> | Contact Name & #: <u>Jim Johnson<br/>(402) 208-9251</u>                        |
| Venue Name: <u>The Slowdown</u>            | Contact Name & #: <u>James Irvine from Knitting Factory<br/>(303) 810-5140</u> |

**Requested Fee**

Requested Fee: \_\_\_\$500 is standard but negotiable\_\_\_ (Please consider that these performances are intended to provide exposure and experience. The Adams County Fairfest does not provide travel, hotel, food/beverages, alcohol, or any other rider amenities.)

I want to perform for experience and exposure (no performance fee).

**Act Information**

Performers: # of performers \_\_\_5\_\_\_\_\_

Act Description (please circle all that apply)

Vocal  Band  Tribute Band  Dance  Instrumental

Variety (Hypnotist, batons, magicians, comedy, etc.) please specify: \_\_\_\_\_

Other (demonstration, ex: glass blowing) please specify: \_\_\_\_\_

Genre (please circle all that apply):  Country,  Rock,  Classic Rock,  Contemporary/Pop,  Blues,  Bluegrass,  Folk,  Children,  R&B/Hip Hop,  Jazz,  Christian/Gospel,  Ethnic (please specify) \_\_\_\_\_, Other (please specify) \_\_\_Americana\_\_\_\_\_

**Production Information**

What will you bring? 2 electric guitars, steel guitar, bass, drums, and acoustic guitar.

Instruments/Equipment/Props: \_\_\_\_\_

What will you need: We need 3 mics for the front of stage and one mic for drummer. We will have zero microphones or PA gear with us.

Mic (please circle)  Yes or No  # of Chairs \_\_\_\_\_ # of Tables \_\_\_\_\_

Please do not plan on the availability of dressing rooms. It is the responsibility of the act to plan their costume needs accordingly.

Other needs or additional information on your group: \_\_\_\_\_

Load In Time: \_\_\_1 hour\_\_\_\_\_ Breakdown Time: \_\_\_1 hour\_\_\_\_\_

**Demo submlsion:** please email a demo of your act or demonstration to [info@adamscountyfairgrounds.com](mailto:info@adamscountyfairgrounds.com).

**Rough Dimenslons of the stage In Windmlll Park: 10.75 ft wide x 17.25ft long x 33 Inches high**

\*Please note that the stage is not covered and we do not provide lighting as the events occur during daylight.

**Insurance**

Please note that the Adams County Agricultural Society carries insurance to protect the Agricultural Society ONLY. We do not have insurance to cover loss or damage to any of the merchandise or equipment used for your performance.

Each person providing services will be responsible for their own liability, workmen's compensation, product liability or physical loss or damage to merchandise or equipment.

If you employ anyone, you must carry workmen's compensation insurance and a copy of your certificate must accompany the contract when returned.

Acknowledged by & Date: Alex Withey 6/4/24

## Sex Offender Policy

This policy has been adopted because of the nature of the business with large numbers of young children participating in and on the grounds of the Adams County Agricultural Society.

Any level of sex offender shall not be employed by the Adams County Agricultural Society or any contractor or vendor, while the contractor or vendor is on the Adams County Fairgrounds property.

Vendors shall have completed a sex offender's search on all their employees prior to arrival at the Adams County Agricultural Society property.

Acknowledged by &  
Date:

Alex Withey 6/3/24

---

## Entertainment Application Terms & Conditions

All Entertainment Applications must read and agree to the following conditions.

- Final selection of all entertainment is at the discretion of the Adams County Fairfest Committee.
- This is only an application for an opportunity to perform. Submission of this application does not guarantee the applicant will be selected to perform at the Adams County Fairfest, nor does it constitute any agreement to provide space, services, or compensation.
- The parties agree that the Act, and any agents and employees of the Act, are acting in an independent capacity and not as officers, employees, or agents of the Adams County Fairfest.
- Act hereby waives all claims and recourse against the Adams County Agricultural Society Board, Adams County Agricultural Society, Adams County Fairgrounds, and the Adams County Fairgrounds Staff, including the right to contribution for loss or damage to persons or property in any way connected to this application and any subsequent Agreement, and shall indemnify and hold harmless the Adams County Agricultural Society Board, Adams County Agricultural Society, Adams County Fairgrounds, and the Adams County Fairgrounds Staff from all claims due to any acts or omissions.
- Act shall indemnify and hold harmless the Adams County Agricultural Society Board, Adams County Agricultural Society, Adams County Fairgrounds, Adams County Fairgrounds Staff, it's officers, agents and employees from any and all claims, suits or actions of every name, kind and description brought forth from, or on account of, injuries to or death of any person including, but not limited to, workers and the public, or damage to property resulting from the performance at the Adams County Fairfest.
- The Adams County Fairfest takes place rain or shine. In the case of adverse weather, payment will only be made if Act is on-site, at the place of performance, willing and able to perform.
- Act is expected to dress appropriately for a family atmosphere.
- Act is expected to conduct him/her/themselves in a fashion suitable for family-oriented fun.
- By agreeing to perform at the Adams County Fairfest, you hereby consent to the reproduction and use of your photograph, image, voice or a reproduction thereof, either in whole or in part for any and all advertising, promotion and publicity purposes without limitation or reservation, and without any right to compensation for that reproduction/use.

I hereby certify that I have read and agree to the above information. The person executing this Agreement on Act's behalf warrants his/her authority to do so and is of legal age.

Signature:

*Alex Withey*

---

Printed Name: Alex Withey

Date: 6/3/24

Name of the Act: Clarence Tilton

Please check to ensure that the application is complete before returning. We will contact you and let you know if you have been chosen to perform in Windmill Park.

**Thank you for helping make the 2024 Adams County Fairfest a success!**

**From:** Brian Jorde <BJorde@dominalaw.com>  
**Sent:** Thursday, June 6, 2024 11:01 AM  
**To:** jlaux@adamscountyfairgrounds.com  
**Cc:** CYNTHIA SMITH; beckertrans@icloud.com; Jordan Custer  
**Subject:** 2025 Proposal - Becker.Hastings  
**Attachments:** Adams Co Fairgrounds - 2025 1147540.pdf

Jolene:

1. Please submit these to the Board for consideration.
2. For 2025 we agreed to all your terms and conditions plus in the attached draft we have agreed to pay \$25,000 for the 2025 Race License fee payable on or before August 1, 2024. So we are increasing the payment and moving up the payment for 2025 by 7 months earlier than in your response to us.
3. Remember HER as a non-profit is generating no racing revenues at this time. This is a significant amount of money and the best we can do.
4. All of the above is stated in the Schedule A of the attached documents.
5. All other terms you proposed have been agreed to.
6. We will wait to hear from you.

Respectfully,  
Brian

[Brian E. Jorde](#)  
Lawyer  
DOMINALAW Group pc llo  
[www.dominalaw.com](http://www.dominalaw.com)

This message is protected by 18 USC Sec 2510-21. Unauthorized use is subject to statutory sanctions. No waiver of any evidentiary privilege is intended. Our tax comments or advice cannot be used for any evasive, illegal or fraudulent purpose. Domina Law Group pc llo.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2024, is made and entered into by and between ADAMS COUNTY AGRICULTURAL SOCIETY, a Nebraska nonprofit corporation ("Licensor"), and HASTINGS EXPOSITION AND RACING, INC., a Nebraska nonprofit corporation ("Licensee").

WHEREAS, Licensor owns that certain racetrack facility located at 947 S. Baltimore Avenue, Hastings, Nebraska 68901, comprised of solely of the grandstand, clubhouse, north barns, lean-to stalls, racetrack, ticket office and portion of the parking lot depicted by cross-hatching on Exhibit A attached hereto (collectively, the "Facility"); and

WHEREAS, Licensee desires, and Licensor has agreed to allow Licensee, to use the Facility for the purpose identified in Schedule A attached hereto (the "Event"), upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made an integral part of this Agreement, mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a limited and revocable license (the "License") to use the Facility for the Event, as reasonably determined by Licensor. The License permits the Licensee to use the Facility only for the Event on the Event Date (as hereinafter defined) during the Event Time (as hereinafter defined), subject to, and upon all of the terms, covenants, and conditions contained in this Agreement. Provided however, that License and or its employees or agents may have access to the Facility twenty-four (24) hours prior to the Event Date for any necessary preparation, maintenance, or upkeep of the Facility to conduct the Event. The License shall not, under any circumstances, be coupled with an interest in the Facility. Licensee acknowledges and agrees that no more than two thousand (2,000) guests will occupy the Facility.

2. Event Date and Event Time. The Event shall be held on the date or dates (collectively, the "Event Date") and at the times (collectively, the "Event Time") shall occur between April 1 and April 15, 2025, as more fully identified in Schedule A attached hereto. Licensee, the caterer(s) retained by Licensee to provide food, beverage and/or alcohol services for the Event (collectively, "Licensee's Caterers"), if any, and all other independent contractors, contracted vendors, and service providers retained by Licensee to provide services for the Event (collectively, "Licensee's Service Providers") shall not have access to the Facility at any time other than during the Event Time except as specified in paragraph 1 above, unless Licensee receives prior written authorization from Licensor.

3. Deposit and Fees.

(a) Licensee shall pay to Licensor the deposits and fees (collectively, the "Fees") determined in accordance with the fee schedule contained on Schedule A attached hereto. Licensor shall have no obligation under this Agreement until the Security Deposit (which is defined in Schedule A) is paid in full. Any other billable fees or requested services other than the Fees will be quoted and detailed on separate invoices.

(b) If Licensee fails to pay any of the Fees by the applicable due dates set forth in Schedule A, Licensors shall have the right to revoke the License and retain the full amount of the Security Deposit.

(c) The Security Deposit shall be returned to Licensee within thirty (30) days after the Event Date if the Facility is left in the same or similar condition as delivered to Licensee. If any repair and/or excessive cleaning is needed at the Facility by reason of the Event to bring the Facility to the same or similar condition as delivered to Licensee: (i) the Security Deposit will be applied by Licensors to the costs of such repair and/or cleaning; (ii) any portion of the Security Deposit in excess of the application described in subparagraph (i) herein shall be returned to Licensee; and (iii) if the Security Deposit is insufficient to reimburse Licensors for such costs, Licensee shall be responsible for any deficiency, which shall be payable to Licensors within ten (10) days after Licensee's receipt of written demand for same which demand shall include documentation sufficient to evidence amounts so incurred by Licensors.

(d) All Fees shall be payable in cash, check, or major credit card; provided, however, if payment of any Fees is made by major credit card, a processing fee may be charged to Licensee.

4. Condition of the Facility. THE FACILITY, IS PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE FACILITY IS WITH LICENSEE. ALL WARRANTIES WITH RESPECT TO THE FACILITY AND ANY SERVICES OR THIRD-PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE ARE DISCLAIMED. By taking possession of the Facility, Licensee agrees that it has inspected the Facility, that the Facility is in good and satisfactory condition, and that Licensee has accepted the Facility in its current "as is" condition without any obligation whatsoever on Licensors to perform work of any kind or nature therein. No later than ten (10) days after expiration or revocation of the License Licensee shall clean the Facility and remove all trash, composting, recyclables and Licensee's personal property therefrom, and return the Facility to Licensors in the same condition and working order as it existed at the start of the Event set up. Failure to so clean the Facility will result in additional fees being charged to Licensee which may be deducted from the Security Deposit.

5. Sale of Alcoholic Beverages. Licensee may engage Licensors and its affiliates or an outside caterer to sell and serve alcohol at the Event ("Alcohol Caterer"), provided that Licensee must make all such arrangements with Licensors not less than sixty (60) days prior to the Event. If the Alcohol Caterer is other than Licensors or its affiliates, Licensee's Alcohol Caterer must execute a separate contract with Licensors for such purposes. The Alcohol Caterer shall be required to have all applicable licenses and permits to provide such services, copies of which must be provided to Licensors no later than one (1) week prior to the Event, and shall provide such services in accordance with all applicable laws and regulations, and shall maintain, at a minimum, such insurance policies as is required pursuant to the terms of the separate contract executed by Licensee's Alcohol Caterer and Licensors. Licensee acknowledges and agrees that the serving of alcohol at the Event carries potential risks and dangers. Licensee hereby agrees to assume all liability arising out of or in connection with, in whole or in part, directly or indirectly, the serving of alcohol at the Event. If Licensee engages Licensors or its affiliates as the Alcohol Caterer, then all alcohol sale proceeds shall be retained by Licensors and/or its affiliates.

6. Site Decoration. No nails, screws, staples, or penetrating items shall be used on walls or surfaces within the Facility. All tape and gummed backing materials shall be properly removed by Licensee, and Licensee shall be liable for the cost of repairing any damage to walls or surfaces, which may be deducted from the Security Deposit. Licensee may, at its sole risk, expense, and option, install

temporary seating, lighting, and other fixtures in the Facility, so long as Licensee removes the same prior to the expiration of this Agreement, and Licensee promptly repairs any damage caused thereby.

7. Conduct. Smoking in or about the Facility, loitering, disparaging remarks, physical violence, or illegal activities is not permitted and will not be tolerated. Conduct deemed disorderly, at the sole discretion of Licensor, shall be grounds for immediate expulsion from the Facility and the revocation of the License. In such event, Licensee shall not be entitled to any refund of any Fees.

8. Insurance. Licensee and Licensee's Caterers, if any, and Licensee's Service Providers, if any, must each provide Licensor, no later than ten (10) days prior to the Event Date, with a certificate of insurance evidencing event liability insurance that provides bodily injury and property damage insurance coverage for all bodily injury, property damage, personal injury, and other claims, losses, or damages arising out of or in connection with, in whole or in part, the use or occupancy of the Facility and any appurtenances thereto by Licensee, Licensee's Caterers (if any), Licensee's Service Providers (if any), or any other employee, agent, representative, or invitee of the Event. The insurance required hereunder shall have a single limit liability of not less than \$2,000,000 and general aggregate liability of not less than \$2,000,000 and shall name Licensor as an additional insured. If alcohol is served, the policy shall also include host liquor liability coverage. Each policies of insurance required hereunder shall include a provision that it may not be cancelled or materially modified without twenty (20) days' advanced written notice to Licensor.

9. Security. Licensee hereby acknowledges that Licensor is not required to provide any security personnel at the Event. Licensor is not responsible for any lost, missing, stolen or damaged items. Licensee shall provide, at its sole expense, sufficient security personnel as determined by Licensor to maintain order and prevent any unlawful use of the Facility. Such security personnel must be arranged by Licensee not less than sixty (60) days prior to the Event either through Licensor or directly through a security vendor approved by Licensor in writing. Licensee hereby agrees to assume all liability arising out of or in connection with, in whole or in part, directly or indirectly, the failure to provide adequate security personnel at the Event.

10. Compliance with Laws. Licensee shall, and shall cause the Licensee's Caterers and the Licensee's Service Providers to, comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Facility, copies of which must be provided to Licensor no later than thirty (30) days prior to the Event. Licensee shall not, and shall not permit the Licensee's Caterers or the Licensee's Service Providers to, use the Facility in any manner that would violate local, state, or federal laws or regulations related to Licensee's use of the Facility.

11. Indemnification. Licensee hereby agrees to indemnify, defend, and hold harmless Licensor and Licensor's affiliates, together with each of their officers, directors, members, managers, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Facility and any appurtenances to the Facility, by Licensee, Licensee's Caterers (if any), Licensee's Service Providers (if any), or any other invitee of the Event; (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, including, without limitation, Licensee's Caterers (if any) or any of Licensee's Service Providers; or (c) the serving of alcohol at the Event.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND REGARDLESS OF THE FORM OF ACTION, WILL LICENSOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES

WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR LICENSEE'S USE OF THE FACILITY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT AND REGARDLESS OF THE FORM OF ACTION WILL LICENSOR'S OR ITS AFFILIATES' LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT LICENSEE HAS PAID TO LICENSOR HEREUNDER.

13. Permitted Use and Capacity. Licensee is authorized, pursuant to the License, to use the Facility for the Event and for no other purpose, unless Licensor gives Licensee prior written authorization for additional permitted uses. Licensee shall not use the Facility in any manner that may result in increased insurance premiums for Licensor with respect to the Facility or render such insurance void. Licensee acknowledges and agrees that the maximum capacity of the Facility is two thousand (2,000) people and Licensee will not exceed such limit. Failure to comply with this Section shall be a breach of this Agreement and permit Licensor to revoke the License pursuant to Section herein.

14. Access and Right of Entry. Licensor shall have the right to enter the Facility at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Facility, or injury to any person in or near the Facility.

15. Cancellations. Cancellation at any time by Licensee shall result in the forfeiture of the Security Deposit. If Licensee cancels the Event within sixty (60) days of the Event Date, Licensor shall also be entitled to retain and/or receive all other Fees.

16. Force Majeure. In the event Licensor is unable, for reasons beyond its reasonable control, to make the Facility available to Licensee on the Event Date for the purpose set forth in this Agreement, or in the event inclement weather reasonably prevents Licensee from utilizing the Facility for live horseracing, Licensee shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), at no extra charge to Licensee, which Alternate Event Date shall be reasonably acceptable to Licensor. If Licensee chooses an Alternate Event Date that is reasonably acceptable to Licensor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If: (a) Licensee does not elect to choose an Alternate Event Date; or (b) Licensor and Licensee cannot agree on an Alternate Event Date, this Agreement shall terminate and Licensor shall refund the Security Deposit and any portion of the Fees received by Licensor from Licensee hereunder. In neither instance shall Licensor be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the Fees) arising out of the rescheduling or cancellation of the Event pursuant to this Section.

17. Revocation of License and Termination of Agreement. Licensor shall have the right to revoke the License and terminate this Agreement at any time prior to an Event Date provided Licensor provides written notice of such revocation and termination to Licensee. Licensor's rights of revocation and termination shall be limited to the following events: (a) nonpayment of Fees by the applicable due dates; or (b) breach of this Agreement by Licensee. In such event, Licensor may, at its election, retain all amounts paid to Licensor (including but not limited to the Security Deposit) as liquidated damages and not as a penalty. Additionally, Licensor and its agents reserve the right to expel any guest that has violated any applicable laws or Licensor's policies, including without limitation any guest who is intoxicated, under the influence of alcohol or drugs or poses a danger to the safety of those attending the Event or other persons in or about the Facility.



18. Notices. Any notice, authorization, or other communication required or otherwise given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given: (a) when delivered by hand (with written confirmation of receipt); (b) three (3) days after the date mailed, if sent by registered or certified mail, return receipt requested, postage prepaid; (c) when received by the addressee, if sent by a nationally recognized overnight courier (receipt requested); or (d) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after the normal business hours of the recipient. All notices and other communications to Licensor or Licensee shall be provided to such party's Contact Person as identified in Schedule A attached hereto.

19. Personal Guaranty. **[Brian Becker and Breann Becker]** ("Guarantor") executes this Agreement for the purpose of personally guaranteeing each and every obligation of Licensee arising under or in connection with this Agreement. If more than one individual executes this Agreement as Guarantor, each such Guarantor shall be deemed to have jointly and severally guaranteed Licensee's obligations hereunder.

20. Miscellaneous. This Agreement constitutes the entire agreement between Licensor and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may not be assigned by Licensee without the prior written consent of Licensor. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Nebraska, without regard to conflicts of laws principles. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted exclusively in the state or federal courts having jurisdiction in Adams County, Nebraska, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The provisions of this Agreement that, by their express terms will not be fully performed during the Agreement, shall survive the termination or expiration of this Agreement to the extent applicable. If any one or more parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited. The headings for each Section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement. This Agreement may be executed in two (2) or more counterparts, and by electronic transmission, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**[REMAINING PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**LICENSOR:**

ADAMS COUNTY AGRICULTURAL SOCIETY,  
a Nebraska nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LICENSEE:**

HASTINGS EXPOSITION AND RACING, INC.,  
a Nebraska nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GUARANTOR:**

\_\_\_\_\_

Print Name: Brian Becker

\_\_\_\_\_

Print Name: Breann Becker

**EXHIBIT A**

**Depiction of Facility**

(Attached)

**SCHEDULE A - 2025**  
**EVENT DESCRIPTION, DATE, FEES, CONTACTS**

1. Event Description, Date and Time.

(a) The purpose of the Event shall be limited solely to conducting a live horseracing event and livestock exposition, provided, however, that Licensee must obtain written approval prior to conducting any live horseracing event.

(b) The Event Date(s) must be between April 1 and April 15, 2025.

(c) The Event Date(s) shall be: \_\_\_\_\_.

(d) The Event Time shall be between the hours of: 8:00 am and 11:00 pm, which includes set up and take down time.

2. Fees. The Fees shall be in such amounts and shall be payable as follows:

(a) Security Deposit. A security deposit fee in the amount of \$1,000.00 (the "Security Deposit") shall be due and payable to Licensor upon execution of this Agreement. Licensor shall refund the Security Deposit to Licensee within thirty (30) days after the Event Date, subject to retention of the same by Licensor as permitted herein.

(b) Race Day Fee. A race day fee in the amount of \$25,000.00 per day when official races occur in 2025, of which \$25,000.00 shall be delivered to Licensor no later than August 1, 2024, and any balance due is payable not later than March 1, 2025.

(c) Clubhouse Fee. A clubhouse fee in the amount of \$200.00 per day that live horseracing occurs at the Facility, which shall be delivered to Licensor no later than thirty (30) days after the applicable Event Date.

(d) Ticket Office Fee. A ticket office fee in the amount of \$100.00 per day that live horseracing occurs at the Facility, which shall be delivered to Licensor no later than thirty (30) days after the applicable Event Date.

(e) Concession Fee. A concession fee in the amount of one-third (1/3) of all grandstand food and beverage concession sale proceeds generated in connection with the Event, which shall be delivered to Licensor no later than thirty (30) days after the applicable Event Date.

(f) Catered Bar Fee. If alcohol is served at the Event, a bar fee in the amount of \$250.00 per day that alcohol is served at the Facility, which shall be delivered to Licensor no later than one (1) week prior to the applicable Event Date.

(g) Stabling Fee. A stabling fee in the amount of \$8.00 per day for any individual stabling horses at the Facility for three (3) or fewer days, and a stabling fee in the amount of \$3.00 per day for any individual stabling horses at the Facility in excess of three (3) days, which shall be delivered to Licensor no later than thirty (30) days after the applicable Event Date.

Licensor's Initials: \_\_\_\_\_

Licensee's Initials: \_\_\_\_\_

(h) Water Fee. A water fee of \$\_\_\_\_\_ shall be paid for use of water to water the racetrack.

(i) Late Payment Fee. A late payment fee equal to ten percent (10%) of any Fees not received by Licensor by the stated payment date for such Fees.

3. Contact Persons.

Licensor's contact person for the Event:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Licensee's contact person for the Event:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Licensor's Initials: \_\_\_\_\_

Licensee's Initials: \_\_\_\_\_

Old Ice Box Truck

I had someone submit an offer for the old ice box truck that we currently have sitting behind the old Bernardo's building.

The offer is \$300.00.