

Adams County Agricultural Society
Tuesday, May 14, 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 May 10, 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**
 - A. Mark Kaiser - Fair Foundation**
- VI. **Public Comments**
- VII. **4-H Council - Hartman**
- VIII. **Executive Committee - Wahl**
- IX. **Budget, Audit & Finance - Bolte**
 - A. Approval of Bills**
 - B. 4-H Premium Transfer**
- X. **Building & Grounds - Bumgardner**
 - A. Schindler Elevator Corporation**
 - B. K-T Heating & Air Conditioning**
- XI. **Policy & Regulations Committee - Bolte**
 - A. Policy #3.10.2020A Updates**
- XII. **Strategic Planning Committee**
- XIII. **Foundation Report - Wahl**
- XV. **Technology - Stark**
- XVI. **Oregon Trail Rodeo - S. Hinrichs**
- XVII. **Fair Committee - Bolte**
- XVIII. **Kool-Aid Days - Niles**
 - A. Premier Pyrotechnics**
 - B. K Rail Hobbies LLC**
- XIX. **Old Business**
 - A. Hastings Exposition & Racing Licensing Agreement**
- XX. **New Business**
 - A. 1st Annual Adams County Fundraising Event Request**
- XXI. **Manager Report - Laux**
- XXII. **Executive Session**

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: April 9, 2024

Call to Order Time: 7:30pm

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	x		William Rathje	x	
Curt Bolte			Scott Hinrichs	x		Brad Stark	x	
Kurtis Bumgardner	x		Patrick Niles	x		Justin Wahl	x	
						Jolene Laux, manager	x	

III. Pledge of Allegiance

IV. Approval of Minutes

Motion: Approval of the minutes for March 12th, 2024.

Motion by: Kurtis

Seconded by: Jenny

Roll Call Vote:

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

MOTION: CARRIED

V. Guests:

Kevin Krull -

Cynthia Smith -

Harold-

Beth-

Larry-

VI. Public Comment:

Kevin: Renewal of coverage for insurance, Life insurance for new board members.

Cynthia: Extending the contract for horse races for 2025-2026. Explaining to new board members.

Beth: talked about lots of things that are going on within the community with school and kids with the 4-H
Asked about rabbit cages and who owns them and what could be done about the majority that are falling apart.

Friday, May 3rd goat weigh in at 5:30pm, 7:00pm do walk through of the buildings at fairgrounds.

Harold: April 16th - Jail open house ribbon cutting.

VII. 4-H Council - Hartman

Will: Most of the items were discussed during public comments from Beth, Shooting Sports is still a concern and a discussion about finding a location.

VIII. Executive Committee - Wahl

Has not meet, planning on meetings soon

IX. Budget, Audit & Finance - Curt Bolte

A. Approval of bills

Motion: Approval to Pay the Bills as presented for: \$12,624.96

Motion by: Curt Seconded by: Kurtis

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	a	
Brad Stark	x		Curt Bolte	x		William Rathje	x	

MOTION: CARRIED

X. Buildings and Grounds - K.Bumgardner

Scott: Talked about the building committee and some ideas that they have gathered and the next step is finding grants that might be available to help the cost of the building.

XI. Policy & Regulations Committee - C.Bolte

Did not meet.

Wahl: Policy into grandstands clear bag policy "Canned beverages"

XII. Strategic Planning

None:

XIII. Foundation - Wahl

Wahl: Made contact about funding and when they would meet next, mentioned the discussion of a new building.

XV. Technology - B.Stark

Brad: Door locks.

XVI. Oregon Trail Rodeo - S.Hinrichs

Scott: The Queen that we have would like us to pay half of the entry fee if possible.

XVII. Fair Committee - Bolte

A. Tents: Asking for a bigger tent for 4-H.

Motion: To go with the bigger tent for 4-H, 30x50 for the show.

Motion by: Will Seconded by: Jenny

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

XVIII. Kool-Aid Days - Niles

Pat: Met a couple days ago and talked about some of the sales for fundraising and a couple more events planned coming up.

XIX. Old Business

XX. New Business

Hastings Exposition & Racing License Agreement.

Motion: To Deny the contract that has been presented.

Motion by Scott Seconded by Curt

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

XXI. Manager Report - J.Laux

XXII. Executive Session:

Time entered Executive Session:

Time left Executive Session:

Motion:

ADAMS COUNTY AG SOCIETY
Vendor Balance Summary
All Dates

	<u>Total</u>	
CONSOLIDATED CONCRETE CO.	300.07	CONCRETE FOR BERNARDO BLDG
CPI	471.94	GAS
DOUBLE LOCKED SECURITY	1,255.88	SECURITY
First Concord Benefits Group	129.00	CAFETERIA PLAN
HASTINGS TRIBUNE	3.27	BOARD MEETING AD
JONES GROUP	13,110.97	ANNUAL INSURANCE PREMIUM
NRG MEDIA	684.00	FAIR ADVERTISING
SERVICE PRESS	2,210.00	4-H FAIR BOOKS (200)
SMITTY'S ELECTRIC INC.	40,737.95	BERNARDO BLDG - \$2400.32/17 SPOTLIGHTS - \$38337.63
WELLS FARGO VENDOR FINANCIAL SERVICES	115.99	COPIER LEASE
W.G. PAULEY LUMBER CO.	64.70	REBAR FOR CONCRETE
WOODWARD'S DISPOSAL	737.50	GARBAGE
TOTAL	\$ 59,821.27	
ALLO FIBER	312.09	PHONE - \$162.57/INTERNET - \$150.00
BCS INSURANCE	97.76	LIFE INSURANCE
COLUMBIA INSURANCE	14,113.50	COMMERCIAL PACKAGE POLICY INSURANCE
EAKES	1,230.82	OPERATING SUPPLIES/COPIES
JOHN DEERE FINANCIAL	19.37	SPRAYER PART
LINCOLN TENT	306.00	DEPOSIT FOR TENT RESERVATION
SFM - WORK COMP	373.00	WORK COMP INSURANCE
HASTINGS UTILITIES	6,094.60	1109 S BALTIMORE - \$31.50/808 FRANKLIN - \$475.36/947 S BALTIMORE - \$5587.74
	\$ 22,547.14	
GRAND TOTAL	\$ 82,368.41	

jlaux@adamscountyfairgrounds.com

From: Gwen Rodocker <gwen.rodocker@unl.edu>
Sent: Wednesday, May 8, 2024 9:29 AM
To: Jolene Laux (jlaux@adamscountyfairgrounds.com)
Cc: Elizabeth Janning
Subject: Premium Account Deposit needed

Jolene,

Would you please deposit \$5,000.00 into the Adams County Ag-Society Fair Premium Account so that I am able to pay the 4-H Judges for events as they happen.

If you could do this before the end of May, I would appreciate it.
Please let me know what day you deposit this.

Thanks, hope we have a great season.
Sincerely,

Gwen Rodocker
Nebraska Extension Adams County
Administrative Assistant
2975 S Baltimore Ave
Hastings NE 68901
Phone: 402-461-7209 Email: gwen.rodocker@unl.edu



Schindler Elevator Corporation



Schindler Elevator Corporation
8810 BLONDO ST
OMAHA NE 68134-3875

March 06, 2024

Schindler

TO:
ADAMS COUNTY FAIRGROUNDS
ACCOUNTS PAYABLE
947 S BALTIMORE AVE
HASTINGS NE 68901

Re: *Services rendered at:*
ADAMS COUNTY FAIRGROUNDS
947 S BALTIMORE AVE
HASTINGS NE 68901

Dear Valued Customer,

Our inspection maintenance agreement 4100105796 provides for an annual review of our costs, and adjustment of the price to reflect any changes in those costs.

Our labor costs have risen by 3.49 % in the past year based on our technician's hourly rate and fringe benefits.

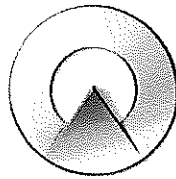
As a result of these cost changes, your price for the contract year will be \$176.28 per billing period, (not including sales tax, if applicable), beginning 04/01/2024. Your current billing plan is Semi-Yearly Billing.

Our continued investments provide many new value added services that include: safety technology, automated service tools, equipment improvements, 24 hour access to service history via the internet at US.SCHINDLER.COM, as well as extensive technical training for our service technicians. Thank you for your business.

Very truly yours,

Schindler Elevator Corporation.

***PLEASE DO NOT PAY
THIS IS NOT AN INVOICE***



Schindler

Customer Appreciation – Immediate Savings Available

Valued Schindler Customer,

First and foremost, thank you for your continued business and loyalty.

As your vertical transportation provider, our commitment to you, our customer, goes beyond simply fulfilling our contractual requirements. We view our relationship as a partnership, and as your partner we seek to differentiate ourselves, either in interactions with our local Schindler team (both office and field), through new technology and offerings, savings opportunities, etc.

In the Contract Addendum that follows, we bring together several of those items for your review.

You will find two (2) separate one-time discount opportunities to immediately reduce your existing Schindler Contract Price. By extending your existing term or modifying your billing frequency, you can save.

Additionally, should you opt to extend your existing term, you are eligible to receive a no-charge installation and activation of Schindler SafeCall, Schindler's in-car emergency phone service, operating off of a Schindler supplied cellular connection (Schindler Ahead). This installation and activation are valued at \$1,500.00 per elevator. While you would be responsible for a per elevator recurring monthly charge for the services, following the successful installation and activation of Schindler SafeCall, you are able to terminate the existing traditional phonenumber used for the elevator's emergency phone. By terminating this 3rd party service, our customers who have transitioned to Schindler SafeCall have reported realizing notable savings, with many previously paying upwards of \$100+ per elevator line per month! More information on Schindler SafeCall can be found in the following attachment.

Lastly, as you likely have seen in prior communications from us, Schindler is committed to sustainability initiatives, including by transitioning to more digital communications and touchpoints. As such, via the Contract Addendum, you can opt into digital invoicing, by providing us one or more email addresses to which to send future invoices.

Should you have any questions about these discounts or opportunities, please do not hesitate to reach out to your designated Schindler sales representative/contact.

Thank you again for trusting us with your vertical transportation needs.

Schindler Elevator Corporation

Schindler SafeCall Emergency Phone Line

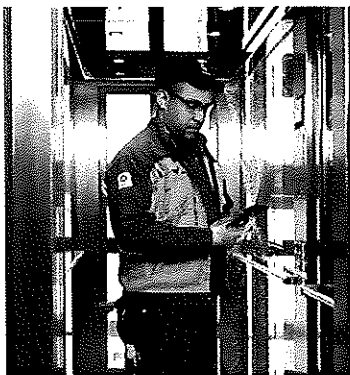
More ease. Less worry.

Rest assured with the Schindler SafeCall wireless emergency phone line. Alleviate the worry of failed elevator inspections due to phone line non-compliance while enjoying responsiveness and potential cost savings.

As a building owner or facility manager the last thing you need to worry about is the emergency telephone line inside your elevator. Let Schindler establish and maintain the code-required elevator phone line and the headache associated with elevator phone line inspections.

What's more, you enjoy reliable wireless emergency phone interface, responsiveness during emergencies, and you even have the potential for cost-savings. All this is possible with Schindler SafeCall.

Schindler SafeCall benefits



Compliance

Full compliance with local regulations ensuring regular phone line tests, self-checks, emergency electrical power supply and alarm filtering.



Responsiveness

Closed-loop technology that informs technicians automatically, helping ensure fast entrapment release.



Inspections

Reduced risk for re-inspection/re-mobilization due to a failed phone line inspection.



Cost savings

Potential cost savings from switching from analogue to wireless phone service.



Packages

Schindler SafeCall packages start at \$45/month per unit.*

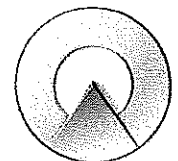
\$45
per unit per month*

Various brands

Ideal for both Schindler and non-Schindler elevator equipment. Can be applied to existing elevators of various makes and models.**



*Schindler SafeCall requires Schindler Ahead Connectivity and a Schindler Ahead Core package. A one-time charge for Schindler Ahead Connectivity may apply. The advertised price of \$45/month per unit for Schindler SafeCall is inclusive of a Schindler Ahead Core package (Connect; \$15/month per unit) plus the Schindler SafeCall service (\$30/month per unit). Should an alternative Core package be selected, additional recurring fees may apply. Limited to the United States. Please see your local Schindler Sales Representative for more information. **Schindler SafeCall is not available in all locations and is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone.



Schindler

CONTRACT ADDENDUM

Date:

Contract Number: 4100105796

Building Address: 947 S BALTIMORE AVE, HASTINGS, NE 68901

The above noted Contract shall be modified based upon any selections made below:

Term

_____ Please extend my Contract for a period of three (3) years after the current expiration date and provide me a three (3) percent discount to my Contract price.

_____ Please extend my Contract for a period of five (5) years after the current expiration date and provide me a five (5) percent discount to my Contract price.

_____ Please extend my Contract for a period of seven (7) years after the current expiration date and provide me a seven (7) percent discount to my Contract price.

_____ I am not interested in extending my Contract at this time.

Note 1: Should a contract renewal be selected above, you agree that the Contract shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the termination date or any renewal termination date, and not more than 120 days before the termination date.

Note 2: Should a contract renewal be selected above, you are eligible to receive a no cost installation and activation of Schindler SafeCall (value: \$1,500.00 per elevator), Schindler's in-car emergency phone service, which includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN). To ensure reliability and code compliance, Schindler provides requisite monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ), having a non-proprietary in-car emergency phone, and the ability to have a reliable cellular connection within the Building's elevator machine room (if signal boosting equipment is required, a proposal shall be separately provided).

_____ Please add Schindler SafeCall to my Contract at a per elevator monthly price of \$45.00, which includes the Schindler Ahead Connect Core Package. Any annual contract price adjustments, as dictated by your Contract, shall not apply to Schindler Ahead or SafeCall services. Schindler reserves the right to adjust the monthly price as additional value-added features and functionality are added to the offerings.

Billing Frequency

_____ Please modify my Contract to be billed annually and provide me a one (1) percent discount to my Contract price.

_____ I am not interested in modifying my billing frequency at this time or my Contract already bills annually.

Note: Contracts which already bill annually are not eligible for this discount opportunity.

Billing Method

_____ Please modify my billing method to be via email versus standard mail. Invoices should be sent to:

Email #1: _____ Email #2 (if applicable): _____

_____ I am not interested in modifying my billing method. If still receiving paper invoices via standard mail, I understand that I will continue to be subject to paper invoice fees.

Note: Contracts which have already been transitioned to digital invoicing via email are not subject to paper invoice fees.

CONTRACT ADDENDUM

All other terms and conditions of the Contract shall remain unchanged unless modified above. Any selected and eligible discounts will be one-time discounts off of the current monthly Contract price and shall be applied independent of one another. The new monthly Contract price shall become effective on the 1st day of the month following date of execution of this Contract Addendum.

Approved:

Accepted:

By:

By: Jolene Laux

For:

For:

Title:

Title:

Date:

Date:

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
26 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
reseal
where it
goes in
roof

QUOTE GOOD FOR 30 DAYS.

NO ELECTRICAL INCLUDED

Dan Smith



General Manager

Date of Acceptance _____ Authorized Signature _____



9GA
0C235C
3 CODE:
951100979

land Scroll
ZR-4Kc-1F5-230

20	230	1.5
25	230	1.5
30	230	1.5

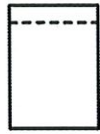
ADAMS COUNTY
Fairfest **CLEAR BAG POLICY**

In order to maintain a safe and secure environment at the Adams County Fairfest Grandstand, we have implemented a new bag policy that limits the size and type of bags that may be brought into our venue. Guests will be able to carry ONE of the following items into the venue. An exception will be made for medically necessary items after proper inspection. Please call 402-462-3247 with any questions.

PERMITTED WITH INSPECTION



Clear Plastic Bag
No larger than
12" x 6" x 12"



One Clear
Plastic
Bag



Small Clutch Bag
no larger than
5" x 9"



Small
Camera
without
case



Binoculars
without
case



Empty Plastic
Water Bottle



Blanket - must
be carried on
the shoulder



Infant
Feeding
Supplies



Hand-Held
Radio
or
TV

PROHIBITED ITEMS



Purse



Backpack



Clear
Backpack



Tinted
Plastic
Bag



Printed
Pattern
Plastic
Bag



Mesh
Bag



Fanny
Pack



Oversized
Tote Bag



Diaper
Bag



Camera
Case



Binocular
Case



Seat
Cushion



Umbrella

NO DRINKS ARE ALLOWED IN THE GRANDSTANDS THAT ARE PURCHASED AND BROUGHT FROM OFF THE FAIRGROUNDS PROPERTY



*Our Mission...
"A Dedication to Pyrotechnic Perfection"*

TURN-KEY 1 YEAR CONTRACT FOR SERVICE

This contract is entered into on **April 30th, 2024**, by and between **Premier Pyrotechnics, Inc.** 25255 Highway K, Laclede County, Richland, MO 65556, telephone 417-322-6595, fax 573-213-2211, designated herein as the "Seller", and **Kool Aide Days** designated as the "Buyer".

Seller will deliver to Buyer the fireworks on **August 17th, 2024**, and/or will make necessary substitutions of equal or greater value. Seller agrees to perform the fireworks display safely and in accordance with such Federal, State and Local laws that might be applicable.

Seller agrees that they are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material found shall be disposed of as required by all Federal, State, and Local rules and regulations or as is the standard practice of Seller. It is also agreed that **BUYER/SPONSOR** is responsible for checking the display area at first light for any unexploded materials. If such materials are located immediately contact Premier Pyrotechnics at 417-322-6595 for further instructions.

Buyer will furnish the minimum safety distance required per NFPA 1123. In no case shall spectators be allowed closer than 70 feet per inch of the largest shell diameter. Buyer will provide adequate monitoring to maintain these distance factors. Buyer also agrees to have adequate fire protection available on location of the display.

It is agreed and understood that Buyer will pay the total purchase price of **\$5,000.00** including sales tax if applicable per display, with the option to adjust the purchase price of the display. The Buyer will pay 50% of the total price on the date this contract is signed. The contract is not valid until the deposit is received. The remainder is to be paid within 10 days following the date of the display. **If the Buyer is unable to raise the funds needed the display can be reduced in price or cancelled at no cost to the Buyer.** In the event of a weather-related delay, Buyer agrees to pay an additional cost of not more than \$200.00 per day for security. Seller will arrange for security. In case of cancellation the deposit is nonrefundable but will be held for a future display date. **All payments must be made to PREMIER PYROTECHNICS, INC and mailed to 25255 Hwy K, Richland, MO 65556.**

Buyer acknowledges and agrees that any balance past due is subject to a finance charge computed by a "Periodic Rate" of 1.5% per month, which is an annual percentage of 18%. This will be applied to the balance after specified payment due dates above. The Parties acknowledge and agree that any legal action commenced regarding this contract or collection shall be brought in the Circuit Court of Laclede County, Missouri, and that Missouri law shall govern the determination of rights, responsibilities, and remedies. Buyer shall further be entirely responsible for any attorney fees and court costs incurred by Seller in enforcing its rights under this contract and to collect any unpaid balance.

SELLER: PREMIER PYROTECHNICS, INC.

BUYER: **Kool Aide Days**

BY: Nicky Sanderson
DATE: April 30th, 2024

BY: _____ DATE: _____
Print Name & Title

AUTHORIZED PURCHASER REPRESENTATIVE SIGNATURE: _____

In the event of Force Majeure, any deposits for payments will be carried forward to the next possible date agreed on between the client and Premier Pyrotechnics Inc.

Premier Pyrotechnics, Inc. 25255 Hwy K Richland, MO 65556 Phone: (888)647-6863 Fax: (573)213-2211

TRAIN RIDE SERVICE CONTRACT

1. The Parties. This Train Ride Service Contract ("Agreement") made April 10th, 2024 ("Effective Date"), is by and between:

Service provider: *K Rail Hobbies LLC* with a mailing address of 1124 Pacific St, Rm 107 #8176 ("Service Provider"),

AND

Client: *Adams County AG Society/Kool-Aid Days*, with a mailing address of 947 South Baltimore Ave. ("Client"),

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

2. Term. The term of this Agreement shall commence on August 17th, 2024 11:00am, and terminate on August 17th 2024 at 5:00pm

3. The Service. The service provider agrees to provide the following:

Thomas the Tank Engine (Attraction) riding train 1/8th scale and Kids Rail Hand Pedal Cars for use at Kool-Aid Days and will supervise its set up on August 17th at 9am.

The service provider will provide free train rides for children on:
August 17th – free rides from 11:00am – 5:00pm

Service provider will provide to the client with a certificate of insurance in the amount of \$2,000,000 in liability coverage.

Hereinafter known as the "Service".

The Service provider shall provide, while providing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

4. Payment Amount. The Client agrees to pay the Service provider the following compensation for the Service performed under this Agreement:

\$1500

Hereinafter known as the "Payment Amount".

6. Retainer. The Client is to pay a retainer in the amount of \$375 to the Service provider as an advance on future Services to be provided ("Retainer"). Retainer is Non-Refundable. See section 12... if the Service provider defaults the retainer should be refunded. Final payment due at the end of the service.

7. Inspection of Services. final Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

8. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

9. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. The Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

10. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

11. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

12. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties

shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

13. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Colorado.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ **Date** _____

Print Name _____

Service Provider's Signature _____ **Date** _____

Print Name _____

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, Licensor 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 Licensor 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 Licensor for such costs, Licensee shall be responsible for any deficiency, which shall be payable to Licensor 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 Licensor.

(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 Licensor 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 Licensor 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 Licensor 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 Licensor not less than sixty (60) days prior to the Event. If the Alcohol Caterer is other than Licensor or its affiliates, Licensee's Alcohol Caterer must execute a separate contract with Licensor 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 Licensor 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 Licensor. 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 Licensor or its affiliates as the Alcohol Caterer, then all alcohol sale proceeds shall be retained by Licensor 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 \$17,500.00 per day when official races occur in 2025, of which \$17,500.00 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: _____

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, Licensor 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 Licensor 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 Licensor for such costs, Licensee shall be responsible for any deficiency, which shall be payable to Licensor 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 Licensor.

(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 Licensor 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 Licensor 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 Licensor 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 Licensor not less than sixty (60) days prior to the Event. If the Alcohol Caterer is other than Licensor or its affiliates, Licensee's Alcohol Caterer must execute a separate contract with Licensor 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 Licensor 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 Licensor. 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 Licensor or its affiliates as the Alcohol Caterer, then all alcohol sale proceeds shall be retained by Licensor 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 - 2026
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, 2026.

(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 \$17,500.00 per day when official races occur in 2026. If the Nebraska Racing and Gaming Commission requires Licensee to conduct more than one race day in 2026, the race day fee will increase to a total of \$50,000.00 regardless if there are 2 or more race days up to five days. Payment of \$17,500.00 shall be delivered to Licensor no later than January 15, 2025 and any balance due is payable not later than July 15, 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

Licensor's Initials: _____

Licensee's Initials: _____

\$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.

(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: _____

From: Adams County Nebraska Emergency Management <rpughes@acema.org>
Sent: Friday, April 26, 2024 11:26 AM
To: Jolene Laux-Adams County Fairgrounds; TIM REAMS; Chris Bolton
Subject: Adams County Fire Departments Fundraiser

Good Morning Jolene and Board Members-

Adams County is looking to host our 1st Annual Adams County Fundraising event on **August 10, 2024** that would benefit every FIRE department in Adams County. Our initial intent is to invite professional smokers to compete in a cook-off contest of best smoked meats. - This will be the community "draw-in"

We are also looking at possibly having a band, beer garden and events targeted around the fire service that will build camaraderie amongst the departments, enhance community relations and at the same time raise money for needed life and property equipment and supplies for the departments that serve us.

This is in preliminary planning right now, but we are on a tight deadline, so we have to establish a venue immediately, and we are seeking a no-cost donation of venue space since the intent is to raise money for our local fire departments.

I would appreciate your consideration!

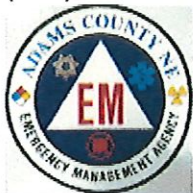
Please feel free to contact myself or Adams County Commissioner Tim Reams if you have any questions.

Ron Pughes

Adams County Emergency Director

PLEASE NOTE NEW ADDRESS: 2965 S. BALTIMORE - Hastings 68901

(402) 519-8203



"Never make the mistake that you think you can control risk."

"Risk is a constant."