

**Adams County Agricultural Society**  
**Tuesday, August 13, 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 August 7, 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**
  - A. Appoint new Secretary - Jenny Hartman**
  - B. Appoint new Board of Director - Dwight Dunsworth**
- IX. **Budget, Audit & Finance - Ayres**
  - A. Approval of Bills**
- X. **Building & Grounds**
- 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. 4-H Premium Transfer**
- XVIII. **Kool-Aid Days - Niles**
- XIX. **Old Business**
  - A. Hastings Exposition & Racing Licensing Agreement**
- XX. **New Business**
- 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: July 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	
			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 June 11, 2024.**

Motion by: Kurtis Bumgardner                      Seconded by: Reid Ayres

### 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				
Scott Hinrichs	x		Patrick Niles	x		Kurtis Bumgardner	x	

**MOTION: CARRIED**

## V. Guests: Harold Johnson, Beth Janning, Julie Ochsner, Larry Ackerman

## VI. Public Comment: Beth Janning invited us to 4-H events and be involved.

## VII. 4-H Council - Jenny Hartman

Brought up the water main issue and what needed to be fixed. Talked about security meetings during the fair and contacts that can come to the meetings in the afternoon to be involved and informed.

**VIII. Executive Committee -**

None

**IX. Budget, Audit & Finance - Reid Ayres**

**A. Approval of bills**

**Motion: Approval to Pay the Bills as presented for: \$77,442.74**

Motion by: Reid Ayres Seconded by: Scott Hinrichs

**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					William Rathje	x	

**MOTION: CARRIED**

**B. Budget for 2024 - 2025**

**Motion: To ask for a 2.5% increase from the county for our annual budget for 2024-2025**

Motion by: Will Rathje Seconded by: Jenny Hartman

**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					William Rathje	x	

**MOTION: CARRIED**

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

None

**XI. Policy & Regulations Committee**

None

**XII. Strategic Planning**

None

**XIII. Foundation - Wahl**

None

**XV. Technology - B.Stark**

None

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

None

**XVII. Fair Committee - J.Wahl**

**A. Aksarben Farm Family Awards - Pioneer Award - Deloris Torske & Pioneer Award - Roger Johnson**

**Motion:** To accept the applications for the Pioneer Awards - Deloris Torske and Roger Johnson

Motion by: Scott Hinrichs

Seconded by: Will Rathje

**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					William Rathje	x	

**MOTION: CARRIED**

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

**XIX. Old Business - Hastings Exposition & Racing Licensing Agreement**

Tabled - Requested to get a guarantee on the \$25,000.00 rent, regardless if the event happens in 2025 or not. Non-Refundable.

**XX. New Business - Bids for Fairgrounds Items**

**Motion:** To accept a bid for the White Pickup Truck of \$2,500.00 from Rick Fuller.

Motion by: Kurtis Bumgardner

Seconded by: Jenny Hartman

**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					William Rathje	x	

**MOTION: CARRIED FAILED**

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

See Report

**XXII. Executive Session:**

None

**ADAMS COUNTY AG SOCIETY**  
**Vendor Balance Summary**  
As of August 13, 2024

	Total
4-H JR. LEADERS	855.00 Veteran Coupon-\$5.00/4-H Judge Meals-\$850.00
ALLO	312.47 Phone-\$162.47/Internet-\$150.00
ATD EVENT SERVICES	2,314.24 Stage Crew for Dustin Lynch-\$2314.24
BCS INSURANCE COMPANY	97.76 Employee Life Insurance-\$97.76
CAREY'S PEST CONTROL INC.	485.00 Annual Bug Spray in Buildings-\$485.00
CENTRAL NEBRASKA EQUIPMENT	96.25 Powerwasher wand
CITY OF HASTINGS (ALARM)	391.62 Alarms
COMMUNICATIONS ENGINEERING	245.00 New Card Reader installed
CPI	1,522.26 Fuel for Operating & Fair
DON SVOBODA PLUMBING	2,882.68 Underground water leak/Pit by 4-H/Sprinkler Line Repair
DOUBLE LOCKED SECURITY	33,515.15 Security-\$31,634.52 Fair/\$1,880.63 Operating Rentals
DUTTON-LAINSON CO.	912.73 Flush Valves, o-rings, Vacuum Breakers
EAKES OFFICE SOLUTIONS	3,263.83 Cleaning Supplies/Office Supplies/Qtrly Copies
ECHO GROUP INC.	160.56 Lightbulbs
First Concord Benefits Group	129.00 Employee Cafeteria Plan
FM 92.3 KBEAR COUNTRY / KBRY FM	180.00 Fair Advertising
GI FAMILY RADIO	2,000.00 Fair Advertising
HASTINGS TRIBUNE	943.34 Fair/Operating Advertising
HASTINGS UTILITIES	7,609.07 1109 S Baltimore-\$31.50/808 Franklin-\$313.37/947 S Baltimore-\$7,264.20
HUSKERADIO KXNP KODY KHAQ	500.00 Fair Advertising
IN STITCHES EMBROIDERY	87.00 OTR Committee Shirt Embroidery
JULIE OCHSNER	8.56 4-H Supplies - Safety Pins
KRFS AM/FM	500.00 Fair Advertising
KT HEATING & AIR CONDITIONING	33,432.44 2 new units/Replaced bad contactor in unit
NEBRASKA FARM BUREAU NEWS	85.00 Fair Advertising
NEBRASKA RURAL RADIO ASSN	750.00 Fair Advertising
NEBRASKA RURAL RADIO ASSOCIATION	1,000.00 Fair Advertising
NRG MEDIA	821.00 Fair Advertising
NRG MEDIA (LLC)	519.50 Fair Advertising
PROTEX CENTRAL INC.	937.32 Fire Extinguisher/Alarm Inspection
REGALIA MANUFACTURING CO.	475.84 4-H/Open Class Ribbons
SAFFIRE	15,421.86 Fair Ticket Fees
SCHINDLER ELEVATOR CORPORATION	1,320.48 Elevator Repairs
SETH ANDERSEN.	49.21 4-H Supplies - Electric Fence-Swine Barn
SIGN DOCTOR	893.72 Fair/Rodeo Signs
SINCLAIR BROADCAST GROUP C/O KHGI	1,950.00 Fair Advertising
SMITTY'S ELECTRIC INC.	7,538.98 Reefer Hookup/New HVAC units hooked up/Fair Electrician
SOS INC.	2,550.00 Fair porta potties
SOUTH CENTRAL BOBCAT-001	100.00 Auger to put poles up in Beer Garden
TMS	50,150.00 Stage, sound, lighting, snake, barricade for fair
TWILA BANKSON	158.82 4-H Supplies - Table Covering, Pens, Staples, etc.
WELLS FARGO VENDOR FINANCIAL SERVICES	115.99 Copier Lease
WOODWARD'S DISPOSAL	3,227.50 Operating-Garbage \$737.50/Fair-Manure/Garbage -\$2490.00
<b>TOTAL</b>	<b>\$ 180,509.18</b>

# 4-H Premium Transfer

**From:** Gwen Rodocker <[gwen.rodocker@unl.edu](mailto:gwen.rodocker@unl.edu)>

**Sent:** Monday, August 12, 2024 10:34 AM

**To:** Jolene Laux ([jlaux@adamscountyfairgrounds.com](mailto:jlaux@adamscountyfairgrounds.com)) <[jlaux@adamscountyfairgrounds.com](mailto:jlaux@adamscountyfairgrounds.com)>

**Cc:** Elizabeth Janning <[elizabeth.janning@unl.edu](mailto:elizabeth.janning@unl.edu)>; Twila Bankson <[twila.bankson@unl.edu](mailto:twila.bankson@unl.edu)>

**Subject:** RE: 4-H Deposit needed for Judges and Premiums

Jolene,

Thank you for depositing the additional Judges' Fees.

I missed a couple of contests so the premium amount I initially requested is Incorrect

The correct amount I need for premium money is 9,316.75. If it could be deposited by September 10<sup>th</sup> that would be great.

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](mailto:gwen.rodocker@unl.edu)

## 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 Licensee 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. The \$25,000.00 Race Day Fee in 2(b) of Schedule A - 2025 payable in August 2024 shall be non-refundable.

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 13, 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: \_\_\_\_\_