

**HARRISON COUNTY FAIRGROUNDS**  
**COVERED ARENA LEASE AGREEMENT**

THE LEASE AGREEMENT (hereinafter "Lease") made and entered into this date by a between HARRISON COUNTY and (full name and address) PETE CRAIN  
8409 COUNTY FARM RD hereinafter referred to as "LESSEE".  
LONG BEACH MS 39560  
WITNESSETH

The parties hereto, for and in consideration of the mutual covenants and conditions hereinafter set out, do hereby agree to lease the "Fairgrounds Covered Arena" located at the HARRISON COUNTY FAIRGROUNDS at 15321 County Farm Road, Harrison County, State of Mississippi, for a period of time commencing at 7:00 (AM) (PM) on the 21 day of MAY, 2011 and ending on the 21 day of MAY, 2011 at 10:00 (AM) (PM).

1. **PURPOSE:** The facility will be used on the above dates for the following purpose: SPECIAL OLYMPICS COMPETITION  
Use for any other than the stated purpose will result in immediate termination of this Lease Agreement.
2. **RENT:** Lessee agrees to execute this lease agreement within ten (10) days of booking an event. Lessee agrees to pay Lessor rent for the term of this lease in the total amount of \$ 0 per day, of which at least \$ 0 shall be payable on the date of execution of this Lease. This payment shall be non-refundable unless cancellation is made 45 days in advance of the event. Additionally, Lessee (shall) (shall not) pay Lessor \$ 0 per stall or \$ N/A for all stalls.
3. **DEPOSIT:** A deposit of \$ N/A for cleanup shall be made at the time of the execution of this lease. This deposit shall be for the purpose of insuring that Lessee shall clean the area leased and is further made to cover damage to the public address system, timing equipment or any other property owned by Lessor. Provided however, in the event Lessee cleans the facility and all property of the Lessor is in good working order at the conclusion of the event the deposit shall be returned to Lessee. There will be an additional deposit of \$200.00 for the use of the wireless microphone, and a \$5.00 deposit for the concession stand key.
4. **CONCESSIONS:** Lessee (shall) (shall not) have the right to operate all concessions during the scheduled event.

Lessee (shall) (shall not) have the right to sell alcoholic beverages.

Lessee shall not have the right to collect vendor fees. Vendor fees will be collected and retained by Harrison County.

Lessee shall not have the right to operate any concessions or vendors on the grounds of the Arena for any unpaid or free events.  
Butane shall be provided by Lessee for concession stand.

Any additional bags of ice needed for concession stand shall be purchased for \$1.00 a bag.

5. **INSURANCE:** Lessee shall be responsible for general liability insurance in the sum of at least \$500,000.00 for employees of Lessee, volunteer workers and all spectators at the event. **Lessee shall add Harrison County, Mississippi as an additional insured under its policy for the event and supply a Certificate of Insurance** to Lessor two weeks prior to the event showing Harrison County, Mississippi as an additional insured. Insurance policy must be approved by Patricia Benefield 865-4120, Harrison County Insurance Department.

6. **SPECIFIC PROVISIONS:** In addition to all other provisions of this Lease, Lessee, at its sole expense shall be specifically responsible for the following and/or shall refrain from doing the following:

Barrel Racing, if applicable, must be done from the west end of the arena only.

Any additional toiletries needed for restrooms shall be provided by Lessee.

Lessee must provide identification to contestants and worker's so that only these persons will be allowed in work areas or livestock areas if applicable. This shall be the sole responsibility of the Lessee. This shall be strictly enforced and non-compliance will result in show being cancelled immediately.

All equipment, supplies, and/or livestock will be removed by:  
DATE: 5/22/11 TIME: 10:00 AM and will be approved by Lessor.

Only one performance shall be allowed for any calendar day unless approved by Lessor and/or additional fees are paid.

Lessee shall be responsible for erecting and dismantling any required types of pens, chutes, and/or equipment for all events: set up of the chutes and pens on Thursday shall be allowed only when the Arena is not booked for an event on that Thursday.

Lessee shall be responsible for providing at least two (2) uniformed authorized law enforcement officers at all events where alcohol is consumed; and officers will be paid before deposit is returned. These officers will be approved by Lessor.

Lessee shall be responsible for any and all first aid and/or ambulance service if needed during the event; **AN AMBULANCE WILL BE AT THE ARENA FOR THE DURATION OF ANY EVENTS WITH ROUGH STOCK BEING USED.**

All major events including Rodeos, Boxing, Kick Boxing, Wrestling or other like events booked by Lessee after March 1995, held at the Arena will be sanctioned by a National or Regional Association unless waived by Lessor.

Lessee shall be responsible for any and all livestock used at event. This includes damage to the facility, persons, or livestock.

Parking of any and all vehicles and equipment at the event shall be the Lessee's sole responsibility, which shall be parked only in approved parking areas.

Lessee shall be responsible to keep all livestock in approved areas.

Lessee shall provide its own tractor and operator during the event; however, should Lessor agree to provide Lessee with the use of any of its equipment, including a tractor for grading, and/or supply labor by employees by the Lessor, Lessor shall require additional fees agreed upon by the Lessor and Lessee as follows: N/A

In addition, Lessee agrees and warrants that the indemnity and hold harmless clause set forth in paragraph 11 shall include any and all liability as to the use of said equipment. Any request for additional equipment such as poles, barrels, timers, panels, etc, must be made in writing and shall be the sole responsibility of Lessee and shall be returned in the same condition as leased.

Lessee shall not remove or change any post, markers, signs, shrubbery or any other materials on the Harrison County Covered Arena property.

Lessee shall not allow any type of fire, whether contained or not.

7. **ASSIGNMENT:** Lessee shall not assign or sublet this lease without prior written consent of Lessor.

(a) Livestock stall:

This Lease includes the use of stalls:

This Lease does not include the use of stalls: \_\_\_\_\_

If this Lease does not include the use of stalls, Lessor retains the right to rent stalls to the participants at whatever cost it deems appropriate.

8. **MAINTENANCE AND ALTERATIONS:** Lessee further agrees to maintain the premises in good repair at all times and notify Lessor of any damages to the issued facilities. Lessee shall not make any alterations, additions, or structural changes to the leased premises without prior written consent of Lessor.

9. **DEFAULT:** Lessee hereby covenants and agrees that if a default shall be made, or any covenant of this lease is violated, then Lessee shall become a tenant at sufferance, waiving all rights of notice, and Lessor shall be entitled to immediate possession of the leased premises.

10. **ATTORNEY FEES AND EXPENSES:** In the event of default under the terms of this lease, the Lessee shall be obligated to pay reasonable attorney's fees and expenses incurred by Lessor in enforcing the Lessor's right under this Lease.

11. **INDEMNITY AND HOLD HARMLESS:** As additional consideration of Harrison County, MS entering to the Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee does hereby agree and obligate him/her, their company, their heirs, agents, employees executors, successors, and assigns to save and hold harmless and indemnify Harrison County, MS, it's duly elected officials, agents, servants, and employees, from any and all claims, civil actions, damages, expenses, costs of every kind and character, whether at law or equity, or otherwise, arising from or related to the operation of the activities or event under the subject Lease Agreement and specifically agrees to indemnify Harrison County, MS, it's duly elected officials, agents, servants, and employees from all costs, damages and expenses of whatsoever kind, including but not limited to any expenses and attorneys' fees incurred by them relating to any such claims, civil actions or damages.
12. LESSEE acknowledges and understands that LESSOR's employees may from time to time work or operate equipment on the grounds of the Fairgrounds and in the "Fairgrounds Covered Arena" and LESSEE shall be solely responsible for any equipment or property of LESSEE and/or of any participant at the LESSEE's event, which may be damaged by the LESSOR's employees or equipment. It is the sole responsibility of the LESSEE and/or of any participant at the LESSEE's event to remove or secure for any equipment or property to prevent damage during LESSOR'S employees work or operation of equipment on the grounds of the Fairgrounds and in the "Fairgrounds Covered Arena". LESSEE shall hold LESSOR harmless and indemnify LESSOR from any claims of damage to any equipment or property of LESSEE and/or of any participant at the LESSEE's event in accordance paragraph 11 above.
13. **CANCELLATIONS:** Lessee will receive a 45 day notice for cancellation of their one day contracts due to booking of a larger event.
14. **PERSONAL GUARANTEE:** The person executing this Lease Agreement personally warrants his/her authority to bind themselves or the company on whose behalf he/she signs the same and personal guarantees LESSEE's performance of this Lease Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease of  
the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

LESSOR - HARRISON COUNTY, MISSISSIPPI

Pete Crain

LESSEE print name: Pete Crain