

**REFORMED AND RESTATED  
USE AGREEMENT**

Nampa Harvest Festival Association – Urban Renewal Agency  
Regarding The Rodeo Club and 4.1 Acres at  
The Idaho Center During Annual Snake River Stampede

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THIS REFORMED AND RESTATED USE AGREEMENT (“Agreement”) is made and entered into between the NAMPA HARVEST FESTIVAL ASSOCIATION, an Idaho nonprofit corporation (hereinafter the “Festival”), dba Snake River Stampede (hereinafter the “Stampede”), and URBAN RENEWAL AGENCY OF THE CITY OF NAMPA, IDAHO (hereinafter “Agency”).

Recitals Regarding Use Agreement

WHEREAS, on or about June 16, 1992 an Agreement for Transfer of Real Property with Improvements was entered into between the Festival and the City of Nampa which transferred all of the real estate and improvements plus funds (profit) from the Stampede to the City of Nampa. The purpose of the transfer of assets was “to assist in the development of a multi-purpose facility for the purposes of holding a Rodeo together with other agriculturally oriented activities and community events.” The agreement provided that upon completion of the multi-purpose facility, a lease agreement would be negotiated between the City of Nampa and the Festival to provide a site for the production of a Rodeo; and

WHEREAS, on or about October 31, 1997, a Use Agreement was executed between the Agency dba The Idaho Center, and the Festival dba Stampede. A true and correct copy thereof is attached hereto as Exhibit “A” and, by this reference, incorporated herein as if set forth in full. The Use Agreement sets forth the terms and conditions for the use of the Idaho Center by the Festival, in lieu of the lease, during two weeks of July each year, beginning July, 1998, for the production of the Snake River Stampede Rodeo. This Use Agreement is to continue, “...so long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center....”; and

WHEREAS, as the creation of The Idaho Center has evolved, portions of the Use Agreement have been modified by other agreements, or have been satisfied or otherwise fulfilled and are no longer applicable, or there have been other agreements necessitated and made among the parties since the execution of the original Use Agreement; and

**REFORMED AND RESTATED USE AREEMENT - 1**

Nampa Harvest Festival Association – Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

WHEREAS, all terms and conditions of the Use Agreement dated October 31, 1997, are hereby affirmed, merged into, and become a part of this Agreement. The purpose of this Agreement is to summarize the pertinent provisions of the Use Agreement which remain in effect, the modifications thereto, and additional agreements of the parties which have developed, into this Reformed and Restated Use Agreement. In the event any of the provisions of this Agreement are inconsistent or conflict with pertinent provisions of the Use Agreement, the parties agree that this Agreement shall be the controlling agreement.

#### Recitals Regarding Food Court

WHEREAS, on or about April 17, 1997, a Ground Lease Agreement was entered into between Urban Renewal Agency of Nampa, Lessor and Nampa Harvest Festival, Lessee, to provide for the construction of a food court to be a part of the Idaho Center; and

WHEREAS, on or about June 5, 1997, an Agreement for Construction of Building was entered into between Idaho Center Vending, Inc., a wholly owned subsidiary of the Festival doing business as the Snake River Stampede, and Parkview Developers, L.L.C., wherein Parkview agreed to construct for Idaho Center Vending, Inc. a food court at The Idaho Center; and

WHEREAS, Idaho Center Vending, Inc. agreed to pay Parkview Developers, L.L.C. for the construction of the food court by assigning to Parkview, from revenues distributable to it generated by drink sales at The Idaho Center, regular payments until the agreed-upon construction price was paid in full; and

WHEREAS, on or about April 17, 1997, the Festival and Agency entered into a Sub Lease Agreement for the Food Court and Skyboxes wherein the Festival retained use of one skybox until April 30, 2012. Upon completion of the South Food Court with one skybox, the Festival created the Rodeo Club and completed the interior of the skybox (The Rodeo Club), including furnishings, decorations, fixtures and furniture; and

WHEREAS, on or about June 15, 1999, the Agency, for The Idaho Center, and the Festival, through Idaho Center Vending, Inc., entered into a Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink to provide, among other things, for Idaho Center Vending to pay to Parkview, on a regular basis, a portion of those revenues generated by the sale of drink otherwise distributable to Idaho Center Vending, Inc.; and

#### **REFORMED AND RESTATED USE AREEMENT - 2**

Nampa Harvest Festival Association - Urban Renewal Agency  
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WHEREAS, Parkview Developers, L.L.C. has now been paid in full all sums due and owing it by Idaho Center Vending, Inc. under the Agreement for Construction of Building; and

WHEREAS, on October 15, 2003, the Agency, for The Idaho Center, and the Festival, through Idaho Center Vending, Inc., entered into an Addendum to Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink dated June 15, 1999, to provide that future revenues of Idaho Center Vending, Inc. previously payable to Parkview Developers, L.L.C., in the amount of \$144,000.00 per year, under the Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink, shall now be payable to the Agency throughout the continuation of the Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink. Further, the remaining provision of paragraph 6 of the June 15, 1999 agreement shall remain as originally written as to the division of revenues ("profits") divided equally between the Agency and the Festival.

#### Recitals Regarding 4.1 Acres

WHEREAS, on or about November 2, 1995, William Kosterman and Joy Kosterman, husband and wife, as lessor, and the Festival, doing business as Snake River Stampede, as lessee, entered into a Restated Lease Agreement with Option to Purchase (hereinafter the "Lease/Option") with regard to the following described real property located at The Idaho Center, to-wit:

Lot 2, Block 1, THE IDAHO CENTER, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 23 of Plats at Page(s) 40, records of said County (hereinafter the "Property"); and

WHEREAS, on or about January 6, 1998, the Festival assigned all of its right, title and interest in and to Lease/Option to the Agency; and

WHEREAS, the Agency, as lessee under the Lease/Option, allowed the Festival to use, at no cost, during the two-week period of the Snake River Stampede Rodeo, 4.1 acres of the Property located immediately east of The Idaho Center upon which the Festival had placed livestock pens; and

WHEREAS, the consideration for the assignment of the Lease/Option was that the Agency would deed to the Festival, if the Agency exercised the option to purchase under the Lease/Option, the 4.1 acre parcel above described; and

#### **REFORMED AND RESTATED USE AREEMENT - 3**

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WHEREAS, the Agency did exercise the option to purchase under the Lease/Option, and that transaction as between William Kosterman and Joy Kosterman, husband and wife, as sellers and the Agency as purchaser closed on July 22, 2002; and

WHEREAS, the Agency has been ready and willing to tender the consideration for the assignment of the Lease/Option by transferring the 4.1 acres of Property to the Festival by warranty deed; and

WHEREAS, the Festival has determined to waive the consideration for the assignment of the Lease/Option, and the Agency has agreed to retain 4.1 acres at The Idaho Center.

NOW, THEREFORE, in consideration of the Festival waiving the consideration for the assignment of the Lease/Option, the Agency agreeing to retain the 4.1 acres, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and by virtue of the evolution of the creation of The Idaho Center, the parties do reform and restate the Use Agreement dated October 31, 1997, to set forth the terms and conditions for the use of the Idaho Center, The Rodeo Club, and the 4.1 acres and improvements by the Festival, in lieu of a lease, during two weeks of July each year, beginning July, 1998, for the production of the Snake River Stampede Rodeo, and at such other times as herein specified, and for the use of The Rodeo Club and the 4.1 acres and improvements by the Agency.

This Agreement shall continue so long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center, to-wit:

1. INCORPORATION OF RECITALS: The above recitals are contractual and binding and are incorporated herein as if set forth in full.

2. USE OF 4.1 ACRES AT THE IDAHO CENTER BY FESTIVAL: The Agency owns the 4.1 acres at the Idaho Center purchased from the Kostermans under the Lease/Option and retained by the Agency. During the two-week period of the Snake River Stampede Rodeo, the Festival shall have the exclusive use, at no cost, of the 4.1 acres and all livestock pens and other improvements thereon and thereto. In addition, the Festival shall have the use of the parking facilities at The Idaho Center at no cost for any scheduled events during the Snake River Stampede Rodeo.

3. USE OF PENS ON 4.1 ACRES BY THE AGENCY: The Festival owns the livestock pens located on the 4.1 acres. Except for the two-week period of the

#### **REFORMED AND RESTATED USE AREEMENT - 4**

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The Rodeo Club and 4.1 Acres



Snake River Stampede Rodeo, the Festival agrees that the Agency may use the livestock pens, at no cost, for any events The Idaho Center might schedule.

4. MAINTENANCE OF 4.1 ACRES, PENS, IMPROVEMENTS: The Festival shall maintain and repair the 4.1 acres, the pens and the other improvements located thereon during its two-week period of use during the Snake River Stampede Rodeo. The Agency shall provide for such maintenance and repair at all other times.

5. THE RODEO CLUB AT THE IDAHO CENTER: The Rodeo Club at The Idaho Center is owned by the Agency; the Festival has a leasehold interest in, and owns the improvements of, The Rodeo Club; the Festival is deemed a tenant of The Rodeo Club for as long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center.

The Festival shall have the priority use of The Rodeo Club and parking facilities at The Idaho Center at no cost during the two-week period of the Snake River Stampede Rodeo and for such other events that the Festival may schedule.

The Rodeo Club will be made available to The Idaho Center for its use, at no cost, for those times that it is not being used by the Festival. The Idaho Center agrees to co-operate with the Festival in scheduling events at The Rodeo Club, and the parties agree that Festival scheduling will take precedence over The Idaho Center scheduling.

6. INSURANCE: The Agency will maintain fire insurance on The Idaho Center where The Rodeo Club is located and on the pens and other improvements located on the 4.1 acres.

The Festival will maintain liability and loss-contents insurance on The Rodeo Club and will include the 4.1 acres on its liability insurance during the two-week period of the Snake River Stampede Rodeo and for such other events that the Festival may schedule at the 4.1 acre site; the Agency will maintain liability insurance on the 4.1 acres at all other times as it determines appropriate.

Each party will name the other as a co-insured under any insurance coverage carried by that party on The Rodeo Club and the 4.1 acres, pens and other improvements thereon.

7. STAFFING, MAINTENANCE OF THE RODEO CLUB: The Idaho Center shall be responsible to staff and maintain The Rodeo Club at all times and shall bill the Festival for such services when the Festival is using The Rodeo Club.

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8. TWO-WEEK PERIOD OF SNAKE RIVER STAMPEDE RODEO:

For purposes of this Agreement, the two-week period of the Snake River Stampede Rodeo shall mean the 8 days prior to the actual commencement of the Rodeo through the last night of the Rodeo, 5 days, plus 1 day following the Rodeo, for a total of 14 days.

9. INDEMNIFICATION AND HOLD HARMLESS:

Each party does indemnify and hold the other party and the City of Nampa, its personnel, employees and agents, harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees by any person and/or entity or any assigns thereof, of any claims arising from their respective uses of the 4.1 acres, pens and other improvements thereon, and The Rodeo Club.

Both parties execute this Agreement with the intent of relieving and discharging the other party and the City of Nampa and each and all of their respective assigns and legal representatives of any and all liability, claims, demands, causes of action, loss, costs or attorneys fees that may arise through that party, or anyone claiming under that party, against the other party herein and/or the City of Nampa, and any and all legal representatives, successors and assigns thereof, created by or arising out of that party's use of the 4.1 acres and the pens and other improvements thereon and The Rodeo Club and/or any other claim.

10. COUNCIL APPROVAL:

It is contemplated that this Agreement will survive the existence of the Agency and, upon that occurrence, all assets and agreements of the Agency will transfer to the City of Nampa. Therefore, this Agreement shall be submitted to the Nampa City Council for its approval and agreement.

11. BINDING EFFECT:

This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAMPA HARVEST FESTIVAL ASSOCIATION

Date:

12/9/2004

By:



Authorized Signator  
"Festival"

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Nampa Harvest Festival Association - Urban Renewal Agency  
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URBAN RENEWAL AGENCY OF THE CITY OF  
NAMPA, IDAHO

Date: 12-9-09

By:   
Authorized Signator  
"Agency"

APPROVED AND AGREED TO BY THE CITY COUNCIL OF THE CITY OF NAMPA,  
IDAHO, THIS 6<sup>th</sup> DAY OF December 2004.

By   
Mayor

Attest:

By   
City Clerk

ja/Z:\Work\Nampa Urban Renewal Agency\nampauraharvestfestival\4.1 acres rodeo club food court mouREV to BOTH USE.doc

REFORMED AND RESTATED USE AGREEMENT - 7

Nampa Harvest Festival Association - Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

## **USE AGREEMENT**

**THIS USE AGREEMENT** is made and entered into this 31<sup>st</sup> day of October, 1997, by and between **URBAN RENEWAL AGENCY OF THE CITY OF NAMPA, IDAHO**, doing business as "**THE IDAHO CENTER**", hereinafter referred to as "**Agency**," and **NAMPA HARVEST FESTIVAL ASSOCIATION**, a non-profit corporation, doing business as "**The Snake River Stampede**", hereinafter referred to as "**Stampede**".

### **RECITALS:**

I. Nampa Harvest Festival Association, doing business as The Snake River Stampede, and the City of Nampa, Canyon County, Idaho entered into an Agreement for Transfer of Real Property Together with Improvements dated June 16, 1992, hereinafter referred to as "**Agreement**".

II. As a term and condition of the Agreement, Stampede was entitled to a lease agreement of a new facility to be constructed by the City of Nampa for the production of family rodeo.

III. The City of Nampa has constructed the multi-use facility, known as "The Idaho Center", through its Agency, the Urban Renewal Agency of the City of Nampa, Idaho.

IV. The parties now desire to enter into this Use Agreement to comply with the terms and condition of that Agreement above described.

**NOW, THEREFORE**, the parties do covenant and agree as follows:

A. **PURPOSE AND CONSIDERATION**: This Use Agreement shall serve in lieu of any reference to a Lease Agreement as described in the Agreement. The purpose of this Use Agreement



is to implement the intent of Stampede and the City of Nampa at the time of the entering into the Agreement dated June 16, 1992. The parties acknowledge good and sufficient consideration for this Use Agreement in the transfer of certain real property owned by Stampede to the City of Nampa as set forth in the Agreement.

**B. PREMISES:**

1. **DESCRIPTION OF PREMISES TO BE USED.** Agency hereby agrees to the use by Stampede of the following generally described premises located in or around the facility known as The Idaho Center, to-wit:

The Idaho Center Building and all adjacent grounds and facilities owned by Agency which may be deemed necessary by Stampede to produce its annual family rodeo.

Unless the context otherwise requires, the above described premises are collectively hereinafter called the "**Premises**".

2. **USE OF THE PREMISES.** The Premises shall be used by Stampede for the purpose of the production of family rodeo and other necessary related activities, commonly referred to and known in the community of Nampa as "The Snake River Stampede" (hereinafter referred to as "**Rodeo**"). Stampede shall not use the Premises for any other purpose whatsoever without the express written consent of Agency, which consent shall not be unreasonably withheld.

3. **TERM OF USE.** The term of the use contemplated by this Agreement shall be for the year 1998 and successive years thereafter and shall consist of two (2) weeks during the month of July, which two (2) weeks are the traditional two weeks heretofore utilized by the Stampede for the production of Rodeo. This usage will continue each year thereafter unless this Use Agreement is terminated as hereinafter provided. The use and occupation by Stampede shall

commence at 5:00 o'clock P.M. on the Wednesday of the week immediately preceding the week of the Rodeo, and shall conclude at 5:00 o'clock P.M. on the Sunday following the week of the Rodeo. Provided, however, that Stampede may expand this usage not to exceed a two (2) week total use period, in the event it is necessary to commence preparations for Rodeo prior to the Wednesday, or in the event additional days are required upon conclusion of the production of Rodeo for that year.

4. **USE FEE.** Stampede, as and for use fee, shall be responsible for the usual and ordinary expenses related to the production of its Rodeo during the period of usage and occupation by Stampede, which usual and ordinary expenses shall include power, water, gas, telephone charges, and any other utilities used by Stampede during its use period. In addition, Stampede will reimburse Agency for the cost of restroom cleaning and supplies consumed during the period of the Stampede's use and occupation of the Premises.

C. **SPECIFIC RESPONSIBILITIES BY AGENCY:**

1. **REMOVAL AND REPLACEMENT OF DIRT FLOOR IN ARENA.**

Prior to the first day of the commencement of the use by Stampede, Agency, at Agency's expense, will prepare the arena floor for the conduct of Rodeo, including but not limited to the moving of dirt onto the arena floor and the necessary compaction and grading of such dirt material in accordance with the specifications and directions given by Stampede. Upon the termination of the use of The Idaho Center by Stampede for that year's production of Rodeo, Agency shall be responsible, at Agency's sole expense, to remove the dirt from the arena area, to clean the arena area, and return it to the same condition as it was prior to the use and occupation by Stampede. Further, Agency shall be responsible to store the removed dirt to be utilized in subsequent years for the production of Rodeo, and in the event new dirt material is required, Agency shall provide such material subject to

the inspection and approval by Stampede as to the adequacy of the dirt material to accommodate the production of Rodeo.

2. **SET-UP AND REMOVAL OF CERTAIN LIVESTOCK-HOLDING FACILITIES.** Prior to the commencement of the usage by Stampede, Agency, at Agency's expense, will assemble the necessary Rodeo chutes, moat, alleyways, panels, holding pens, and any and all other related livestock-holding facilities in accordance with the directions provided to Agency by Stampede. Upon the termination of the use for that year by Stampede and the conclusion of the production of Rodeo, Agency agrees, at Agency's expense, to remove all of the foregoing, and store same in the designated area on the grounds of The Idaho Center.

3. **USE OF ADJACENT AREAS BY AGENCY DURING THE PRODUCTION OF RODEO.** It is acknowledged by the parties that Stampede, in its production of Rodeo, may not necessarily utilize all of the adjacent real property owned by Agency. To ensure the integrity of Rodeo during the use and occupation of The Idaho Center by Stampede, Agency shall not utilize any of the surrounding or adjacent real property for any other alternate use, without the express permission of Stampede, which permission will not be unreasonably withheld if the alternate use is consistent with the purposes of the production of Rodeo.

4. **ON-SITE TICKET OFFICE.** Agency shall be responsible, at Agency's sole cost and expense, to operate the on-site ticket box office between the hours of 9:00 o'clock A.M. and 5:00 o'clock P.M. weekdays only, during the period of use and occupation by Stampede.

5. **CONTRACTED SERVICES.** Agency does covenant and agree to make available to Stampede all services, either contracted or provided by employees of The Idaho Center, necessary for the general use and operation of The Idaho Center. In the event Stampede determines

to utilize such services, Agency will cooperate with Stampede to make available those services, either by contract separately entered into by Stampede and the provider, or as provided by employees of The Idaho Center. Prior to the use of any services as provided by The Idaho Center, those services will be itemized as to cost and those costs will be made available to Stampede within a reasonable time period prior to the production of Rodeo for the approval of such costs by Stampede. Upon approval of those services and costs as may be provided by employees of The Idaho Center, Stampede shall be responsible for the payment of those costs to The Idaho Center for the providing of those certain services.

It is understood that all other contracted services will be upon separate contracts between Stampede and the provider of those services, and those contractual payments will be made directly by Stampede to the provider of the contracted services.

**D. RESPONSIBILITIES OF STAMPEDE:**

1. **TICKET SALES.** Stampede shall have the exclusive responsibility for the management of ticket sales for tickets sold to the performances of Rodeo. Stampede shall negotiate with the ticketing agency used by The Idaho Center for this service. Any ticket sales from the ticket booth maintained at The Idaho Center after the hour of 5:00 o'clock P.M. shall be at the expense of Stampede and it shall provide the cost of the personnel required to sell tickets after 5:00 o'clock P.M. during the use of The Idaho Center by Stampede. In the event Agency shall receive any rodeo ticket sale revenue, either from Select-A-Seat or other agency designated to sell seats, or through its box office maintained at The Idaho Center, Agency does covenant and agree to remit ticket sales revenue by the last day of each month, commencing with the effective date of this Use Agreement, except for the month of July. During the month of July, any and all ticket sale revenues shall be



remitted the Friday preceding the commencement of Rodeo week, Friday of Rodeo week, and the Friday of the week immediately following Rodeo week. There shall be no hold backs of any funds or ticket sale revenues except for any normal charges for sales tax, charge card fees, and ticket stock charges.

2.     **SECURITY.** Stampede shall provide twenty-four (24) hour security services for The Idaho Center during the use and occupation of The Idaho Center by Stampede as set forth in this Use Agreement. The security services required by this paragraph shall meet the approval of the management of The Idaho Center.

3.     **MAINTENANCE AND CLEANING.** Stampede shall be responsible for the ordinary maintenance and cleaning of The Idaho Center during the period of its use and occupation of The Idaho Center, and does covenant and agree to return the Premises at the termination of the use period in the same condition as it was when the Premises were accepted by Stampede, ordinary wear, tear and damage by the elements excepted.

4.     **INDEMNIFICATION.** Stampede agrees that it will at all times protect, save and keep Agency harmless from and against all actions, costs, expenses, damages and/or loss of every kind or nature arising from or growing out of the use and occupancy of the Premises by Stampede. Stampede shall be responsible for any physical damages that may be caused to The Idaho Center during the use of the facility by Stampede.

5.     **INSURANCE.** Stampede shall maintain a comprehensive liability insurance policy which shall include contractual liability, products liability, operations liability, automobile liability, worker's compensation on Stampede's employees, if required by law, with a responsible insurance company with a minimum rating of A in the then-current A. M. Best Manual, said



insurance company being authorized to do business in the State of Idaho, in the names and for the benefit of Stampede and Agency, with a minimum single limit coverage of \$1,000,000.00. Ten (10) days prior to the date of the scheduled use of the facility for the production of Rodeo, Stampede shall furnish Agency with a certificate of such insurance stating that such insurance is in full force and effect during the term of this Use Agreement, which shall be the actual commencement of the use of The Idaho Center and continuing thereafter until the termination of the use for that year, as more particularly described in paragraph B3 above.

In the event Agency provides public police officers, fire protection officers, other inspectors representing the City of Nampa, or any other representatives of the City of Nampa, that fact shall not in any way or manner acknowledge any responsibility under this paragraph by the Agency or the City of Nampa, and shall in no way alter the contractual responsibilities of Stampede to provide the necessary insurance coverages as required by this Agreement.

6. **INDEPENDENT CONTRACTOR.** Stampede shall be responsible for contracting specific services with outside providers and shall be responsible for the payment thereof.

**E. GENERAL USE CONDITIONS:**

1. **EXCULPATORY CLAUSE.** Agency assumes no responsibility whatsoever for any property placed in the leased premises, and Stampede hereby releases and discharges Agency from any and all liability for any loss, injury, or damage either to person or property. Stampede assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of Stampede's exhibitors, contestants, performers, or those contracting with Stampede, as well as employees thereof, and Agency is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise

delivered to the leased premises of Agency, either prior or subsequent to the use of said premises by Stampede, Agency and its officers, agents, and employees are acting solely for the accommodation of Stampede and shall not be liable for any loss, damage or injury to or destruction of such property.

2. **NOTICES.** Any notice, demand or communication under or in connection with this Lease which either party desires or is required to give to the other shall be sent prepaid, first class registered or certified mail addressed to the respective party as follows:

**AGENCY:**

Urban Renewal Agency of the  
City of Nampa, Idaho  
411 3rd Street South  
Nampa, Idaho 83651

**STAMPEDE:**

Nampa Harvest Festival Association  
P. O. Box 231  
Nampa, Idaho 83653.

3. **TERMINATION.** This Agreement shall not be terminated by Agency so long as Stampede continues in the business of the production of Rodeo and desires to continue to use The Idaho Center. In the event Stampede determines to stop production of Rodeo, then and in that event, this Rental Agreement shall terminate.

In the event The Idaho Center is damaged to such an extent that the production and performance of Rodeo is rendered impossible, then and in that event, this Agreement may be terminated by the parties. Provided, however, that in the event Agency its successors or assigns repairs and/or rebuilds the facility, this Agreement shall continue.

The parties acknowledge that in the event of damage or destruction, Stampede,

at Stampede's option, may utilize other arenas or facilities located on the premises under the terms and conditions of this Agreement for the production of Rodeo during such time period that the facility will be under repair.

4. **ASSIGNMENT OR SUBLETTING.** Stampede may not assign this Use Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld.

5. **ATTORNEY FEES AND COSTS.** In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included in the Judgment entered in such action.


6. **CAPTIONS.** The captions and paragraph headings herein are for convenience and reference only and do not limit or construe the provisions hereof.

7. **FORCE MAJEURE.** Both Agency and Stampede shall be mutually excused from performance of any or all of their respective obligations as set forth in this Rental Agreement to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civic disturbance, or any other cause beyond the reasonable control of either Agency or Stampede.


8. **BINDING EFFECT.** It is agreed that the terms and provisions of this Rental Agreement shall be binding upon and inure to the benefit of the respective heirs, devisees, personal representatives, successors and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be  
subscribed on the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY  
OF NAMPA, IDAHO

By   
Chairman  
"Agency"

NAMPA HARVEST FESTIVAL ASSOCIA-  
TION

By   
PRESIDENT  
"Stampede"

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WHEREAS, on or about October 31, 1997, a Use Agreement was executed between the Agency dba The Idaho Center, and the Festival dba Stampede. A true and correct copy thereof is attached hereto as Exhibit “A” and, by this reference, incorporated herein as if set forth in full. The Use Agreement sets forth the terms and conditions for the use of the Idaho Center by the Festival, in lieu of the lease, during two weeks of July each year, beginning July, 1998, for the production of the Snake River Stampede Rodeo. This Use Agreement is to continue, “...so long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center....”; and

WHEREAS, as the creation of The Idaho Center has evolved, portions of the Use Agreement have been modified by other agreements, or have been satisfied or otherwise fulfilled and are no longer applicable, or there have been other agreements necessitated and made among the parties since the execution of the original Use Agreement; and

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#### Recitals Regarding Food Court

WHEREAS, on or about April 17, 1997, a Ground Lease Agreement was entered into between Urban Renewal Agency of Nampa, Lessor and Nampa Harvest Festival, Lessee, to provide for the construction of a food court to be a part of the Idaho Center; and

WHEREAS, on or about June 5, 1997, an Agreement for Construction of Building was entered into between Idaho Center Vending, Inc., a wholly owned subsidiary of the Festival doing business as the Snake River Stampede, and Parkview Developers, L.L.C., wherein Parkview agreed to construct for Idaho Center Vending, Inc. a food court at The Idaho Center; and

WHEREAS, Idaho Center Vending, Inc. agreed to pay Parkview Developers, L.L.C. for the construction of the food court by assigning to Parkview, from revenues distributable to it generated by drink sales at The Idaho Center, regular payments until the agreed-upon construction price was paid in full; and

WHEREAS, on or about April 17, 1997, the Festival and Agency entered into a Sub Lease Agreement for the Food Court and Skyboxes wherein the Festival retained use of one skybox until April 30, 2012. Upon completion of the South Food Court with one skybox, the Festival created the Rodeo Club and completed the interior of the skybox (The Rodeo Club), including furnishings, decorations, fixtures and furniture; and

WHEREAS, on or about June 15, 1999, the Agency, for The Idaho Center, and the Festival, through Idaho Center Vending, Inc., entered into a Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink to provide, among other things, for Idaho Center Vending to pay to Parkview, on a regular basis, a portion of those revenues generated by the sale of drink otherwise distributable to Idaho Center Vending, Inc.; and

#### **REFORMED AND RESTATED USE AREEMENT - 2**

Nampa Harvest Festival Association – Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

WHEREAS, Parkview Developers, L.L.C. has now been paid in full all sums due and owing it by Idaho Center Vending, Inc. under the Agreement for Construction of Building; and

WHEREAS, on October 15, 2003, the Agency, for The Idaho Center, and the Festival, through Idaho Center Vending, Inc., entered into an Addendum to Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink dated June 15, 1999, to provide that future revenues of Idaho Center Vending, Inc. previously payable to Parkview Developers, L.L.C., in the amount of \$144,000.00 per year, under the Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink, shall now be payable to the Agency throughout the continuation of the Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink. Further, the remaining provision of paragraph 6 of the June 15, 1999 agreement shall remain as originally written as to the division of revenues ("profits") divided equally between the Agency and the Festival.

**Recitals Regarding 4.1 Acres**

WHEREAS, on or about November 2, 1995, William Kosterman and Joy Kosterman, husband and wife, as lessor, and the Festival, doing business as Snake River Stampede, as lessee, entered into a Restated Lease Agreement with Option to Purchase (hereinafter the "Lease/Option") with regard to the following described real property located at The Idaho Center, to-wit:

Lot 2, Block 1, THE IDAHO CENTER, Canyon County, Idaho, according to the Official Plat thereof, filed in Book 23 of Plats at Page(s) 40, records of said County (hereinafter the "Property"); and

WHEREAS, on or about January 6, 1998, the Festival assigned all of its right, title and interest in and to Lease/Option to the Agency; and

WHEREAS, the Agency, as lessee under the Lease/Option, allowed the Festival to use, at no cost, during the two-week period of the Snake River Stampede Rodeo, 4.1 acres of the Property located immediately east of The Idaho Center upon which the Festival had placed livestock pens; and

WHEREAS, the consideration for the assignment of the Lease/Option was that the Agency would deed to the Festival, if the Agency exercised the option to purchase under the Lease/Option, the 4.1 acre parcel above described; and

**REFORMED AND RESTATED USE AREEMENT - 3**

Nampa Harvest Festival Association – Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

WHEREAS, the Agency did exercise the option to purchase under the Lease/Option, and that transaction as between William Kosterman and Joy Kosterman, husband and wife, as sellers and the Agency as purchaser closed on July 22, 2002; and

WHEREAS, the Agency has been ready and willing to tender the consideration for the assignment of the Lease/Option by transferring the 4.1 acres of Property to the Festival by warranty deed; and

WHEREAS, the Festival has determined to waive the consideration for the assignment of the Lease/Option, and the Agency has agreed to retain 4.1 acres at The Idaho Center.

NOW, THEREFORE, in consideration of the Festival waiving the consideration for the assignment of the Lease/Option, the Agency agreeing to retain the 4.1 acres, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and by virtue of the evolution of the creation of The Idaho Center, the parties do reform and restate the Use Agreement dated October 31, 1997, to set forth the terms and conditions for the use of the Idaho Center, The Rodeo Club, and the 4.1 acres and improvements by the Festival, in lieu of a lease, during two weeks of July each year, beginning July, 1998, for the production of the Snake River Stampede Rodeo, and at such other times as herein specified, and for the use of The Rodeo Club and the 4.1 acres and improvements by the Agency.

This Agreement shall continue so long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center, to-wit:

1. INCORPORATION OF RECITALS: The above recitals are contractual and binding and are incorporated herein as if set forth in full.

2. USE OF 4.1 ACRES AT THE IDAHO CENTER BY FESTIVAL: The Agency owns the 4.1 acres at the Idaho Center purchased from the Kostermans under the Lease/Option and retained by the Agency. During the two-week period of the Snake River Stampede Rodeo, the Festival shall have the exclusive use, at no cost, of the 4.1 acres and all livestock pens and other improvements thereon and thereto. In addition, the Festival shall have the use of the parking facilities at The Idaho Center at no cost for any scheduled events during the Snake River Stampede Rodeo.

3. USE OF PENS ON 4.1 ACRES BY THE AGENCY: The Festival owns the livestock pens located on the 4.1 acres. Except for the two-week period of the

#### **REFORMED AND RESTATED USE AREEMENT - 4**

Nampa Harvest Festival Association – Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

Snake River Stampede Rodeo, the Festival agrees that the Agency may use the livestock pens, at no cost, for any events The Idaho Center might schedule.

4. **MAINTENANCE OF 4.1 ACRES, PENS, IMPROVEMENTS:** The Festival shall maintain and repair the 4.1 acres, the pens and the other improvements located thereon during its two-week period of use during the Snake River Stampede Rodeo. The Agency shall provide for such maintenance and repair at all other times.

5. **THE RODEO CLUB AT THE IDAHO CENTER:** The Rodeo Club at The Idaho Center is owned by the Agency; the Festival has a leasehold interest in, and owns the improvements of, The Rodeo Club; the Festival is deemed a tenant of The Rodeo Club for as long as the Stampede continues in the business of the production of the Stampede Rodeo and desires to use The Idaho Center.

The Festival shall have the priority use of The Rodeo Club and parking facilities at The Idaho Center at no cost during the two-week period of the Snake River Stampede Rodeo and for such other events that the Festival may schedule.

The Rodeo Club will be made available to The Idaho Center for its use, at no cost, for those times that it is not being used by the Festival. The Idaho Center agrees to co-operate with the Festival in scheduling events at The Rodeo Club, and the parties agree that Festival scheduling will take precedence over The Idaho Center scheduling.

6. **INSURANCE:** The Agency will maintain fire insurance on The Idaho Center where The Rodeo Club is located and on the pens and other improvements located on the 4.1 acres.

The Festival will maintain liability and loss-contents insurance on The Rodeo Club and will include the 4.1 acres on its liability insurance during the two-week period of the Snake River Stampede Rodeo and for such other events that the Festival may schedule at the 4.1 acre site; the Agency will maintain liability insurance on the 4.1 acres at all other times as it determines appropriate.

Each party will name the other as a co-insured under any insurance coverage carried by that party on The Rodeo Club and the 4.1 acres, pens and other improvements thereon.

7. **STAFFING, MAINTENANCE OF THE RODEO CLUB:** The Idaho Center shall be responsible to staff and maintain The Rodeo Club at all times and shall bill the Festival for such services when the Festival is using The Rodeo Club.

#### **REFORMED AND RESTATED USE AREEMENT - 5**

Nampa Harvest Festival Association – Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

8. **TWO-WEEK PERIOD OF SNAKE RIVER STAMPEDE RODEO:**

For purposes of this Agreement, the two-week period of the Snake River Stampede Rodeo shall mean the 8 days prior to the actual commencement of the Rodeo through the last night of the Rodeo, 5 days, plus 1 day following the Rodeo, for a total of 14 days.

9. **INDEMNIFICATION AND HOLD HARMLESS:**

Each party does indemnify and hold the other party and the City of Nampa, its personnel, employees and agents, harmless from any and all liability, loss, claim, demand or action, costs or attorneys fees by any person and/or entity or any assigns thereof, of any claims arising from their respective uses of the 4.1 acres, pens and other improvements thereon, and The Rodeo Club.

Both parties execute this Agreement with the intent of relieving and discharging the other party and the City of Nampa and each and all of their respective assigns and legal representatives of any and all liability, claims, demands, causes of action, loss, costs or attorneys fees that may arise through that party, or anyone claiming under that party, against the other party herein and/or the City of Nampa, and any and all legal representatives, successors and assigns thereof, created by or arising out of that party's use of the 4.1 acres and the pens and other improvements thereon and The Rodeo Club and/or any other claim.

10. **COUNCIL APPROVAL:**

It is contemplated that this Agreement will survive the existence of the Agency and, upon that occurrence, all assets and agreements of the Agency will transfer to the City of Nampa. Therefore, this Agreement shall be submitted to the Nampa City Council for its approval and agreement.

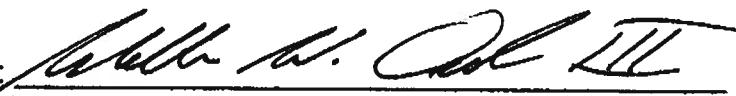
11. **BINDING EFFECT:**

This Agreement shall inure to and bind the respective heirs, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NAMPA HARVEST FESTIVAL ASSOCIATION

Date: 12/9/2004

By:   
Authorized Signator  
"Festival"

REFORMED AND RESTATED USE AREEMENT - 6

Nampa Harvest Festival Association - Urban Renewal Agency  
The Rodeo Club and 4.1 Acres



URBAN RENEWAL AGENCY OF THE CITY OF  
NAMPA, IDAHO

Date: \_\_\_\_\_

By: [Signature]  
Authorized Signator  
"Agency"

APPROVED AND AGREED TO BY THE CITY COUNCIL OF THE CITY OF NAMPA,  
IDAHO, THIS 6<sup>th</sup> DAY OF December 2004.



By [Signature]  
Mayor

Attest:

By [Signature]  
City Clerk

ja/Z:\Work\Nampa Urban Renewal Agency\nampauraharvestfestival4.1acresrodeoclubfoodcourtmonREVtoBOTH.USE.doc

REFORMED AND RESTATED USE AREEMENT - 7

Nampa Harvest Festival Association - Urban Renewal Agency  
The Rodeo Club and 4.1 Acres

## **USE AGREEMENT**

THIS USE AGREEMENT is made and entered into this 31<sup>st</sup> day of October, 1997, by and between URBAN RENEWAL AGENCY OF THE CITY OF NAMPA, IDAHO, doing business as "THE IDAHO CENTER", hereinafter referred to as "Agency," and NAMPA HARVEST FESTIVAL ASSOCIATION, a non-profit corporation, doing business as "The Snake River Stampede", hereinafter referred to as "Stampede".

### **RECITALS:**

I. Nampa Harvest Festival Association, doing business as The Snake River Stampede, and the City of Nampa, Canyon County, Idaho entered into an Agreement for Transfer of Real Property Together with Improvements dated June 16, 1992, hereinafter referred to as "Agreement".

II. As a term and condition of the Agreement, Stampede was entitled to a lease agreement of a new facility to be constructed by the City of Nampa for the production of family rodeo.

III. The City of Nampa has constructed the multi-use facility, known as "The Idaho Center", through its Agency, the Urban Renewal Agency of the City of Nampa, Idaho.

IV. The parties now desire to enter into this Use Agreement to comply with the terms and condition of that Agreement above described.

NOW, THEREFORE, the parties do covenant and agree as follows:

A. **PURPOSE AND CONSIDERATION:** This Use Agreement shall serve in lieu of any reference to a Lease Agreement as described in the Agreement. The purpose of this Use Agreement

is to implement the intent of Stampede and the City of Nampa at the time of the entering into the Agreement dated June 16, 1992. The parties acknowledge good and sufficient consideration for this Use Agreement in the transfer of certain real property owned by Stampede to the City of Nampa as set forth in the Agreement.

**B. PREMISES:**

1. **DESCRIPTION OF PREMISES TO BE USED.** Agency hereby agrees to the use by Stampede of the following generally described premises located in or around the facility known as The Idaho Center, to-wit:

The Idaho Center Building and all adjacent grounds and facilities owned by Agency which may be deemed necessary by Stampede to produce its annual family rodeo.

Unless the context otherwise requires, the above described premises are collectively hereinafter called the "Premises".

2. **USE OF THE PREMISES.** The Premises shall be used by Stampede for the purpose of the production of family rodeo and other necessary related activities, commonly referred to and known in the community of Nampa as "The Snake River Stampede" (hereinafter referred to as "Rodeo"). Stampede shall not use the Premises for any other purpose whatsoever without the express written consent of Agency, which consent shall not be unreasonably withheld.

3. **TERM OF USE.** The term of the use contemplated by this Agreement shall be for the year 1998 and successive years thereafter and shall consist of two (2) weeks during the month of July, which two (2) weeks are the traditional two weeks heretofore utilized by the Stampede for the production of Rodeo. This usage will continue each year thereafter unless this Use Agreement is terminated as hereinafter provided. The use and occupation by Stampede shall

commence at 5:00 o'clock P.M. on the Wednesday of the week immediately preceding the week of the Rodeo, and shall conclude at 5:00 o'clock P.M. on the Sunday following the week of the Rodeo. Provided, however, that Stampede may expand this usage not to exceed a two (2) week total use period, in the event it is necessary to commence preparations for Rodeo prior to the Wednesday, or in the event additional days are required upon conclusion of the production of Rodeo for that year.

4. **USE FEE.** Stampede, as and for use fee, shall be responsible for the usual and ordinary expenses related to the production of its Rodeo during the period of usage and occupation by Stampede, which usual and ordinary expenses shall include power, water, gas, telephone charges, and any other utilities used by Stampede during its use period. In addition, Stampede will reimburse Agency for the cost of restroom cleaning and supplies consumed during the period of the Stampede's use and occupation of the Premises.

C. **SPECIFIC RESPONSIBILITIES BY AGENCY:**

1. **REMOVAL AND REPLACEMENT OF DIRT FLOOR IN ARENA.**

Prior to the first day of the commencement of the use by Stampede, Agency, at Agency's expense, will prepare the arena floor for the conduct of Rodeo, including but not limited to the moving of dirt onto the arena floor and the necessary compaction and grading of such dirt material in accordance with the specifications and directions given by Stampede. Upon the termination of the use of The Idaho Center by Stampede for that year's production of Rodeo, Agency shall be responsible, at Agency's sole expense, to remove the dirt from the arena area, to clean the arena area, and return it to the same condition as it was prior to the use and occupation by Stampede. Further, Agency shall be responsible to store the removed dirt to be utilized in subsequent years for the production of Rodeo, and in the event new dirt material is required, Agency shall provide such material subject to

the inspection and approval by Stampede as to the adequacy of the dirt material to accommodate the production of Rodeo.

2. **SET-UP AND REMOVAL OF CERTAIN LIVESTOCK-HOLDING FACILITIES.** Prior to the commencement of the usage by Stampede, Agency, at Agency's expense, will assemble the necessary Rodeo chutes, moat, alleyways, panels, holding pens, and any and all other related livestock-holding facilities in accordance with the directions provided to Agency by Stampede. Upon the termination of the use for that year by Stampede and the conclusion of the production of Rodeo, Agency agrees, at Agency's expense, to remove all of the foregoing, and store same in the designated area on the grounds of The Idaho Center.

3. **USE OF ADJACENT AREAS BY AGENCY DURING THE PRODUCTION OF RODEO.** It is acknowledged by the parties that Stampede, in its production of Rodeo, may not necessarily utilize all of the adjacent real property owned by Agency. To ensure the integrity of Rodeo during the use and occupation of The Idaho Center by Stampede, Agency shall not utilize any of the surrounding or adjacent real property for any other alternate use, without the express permission of Stampede, which permission will not be unreasonably withheld if the alternate use is consistent with the purposes of the production of Rodeo.

4. **ON-SITE TICKET OFFICE.** Agency shall be responsible, at Agency's sole cost and expense, to operate the on-site ticket box office between the hours of 9:00 o'clock A.M. and 5:00 o'clock P.M. weekdays only, during the period of use and occupation by Stampede.

5. **CONTRACTED SERVICES.** Agency does covenant and agree to make available to Stampede all services, either contracted or provided by employees of The Idaho Center, necessary for the general use and operation of The Idaho Center. In the event Stampede determines



to utilize such services, Agency will cooperate with Stampede to make available those services, either by contract separately entered into by Stampede and the provider, or as provided by employees of The Idaho Center. Prior to the use of any services as provided by The Idaho Center, those services will be itemized as to cost and those costs will be made available to Stampede within a reasonable time period prior to the production of Rodeo for the approval of such costs by Stampede. Upon approval of those services and costs as may be provided by employees of The Idaho Center, Stampede shall be responsible for the payment of those costs to The Idaho Center for the providing of those certain services.

It is understood that all other contracted services will be upon separate contracts between Stampede and the provider of those services, and those contractual payments will be made directly by Stampede to the provider of the contracted services.

**D. RESPONSIBILITIES OF STAMPEDE:**

1. **TICKET SALES.** Stampede shall have the exclusive responsibility for the management of ticket sales for tickets sold to the performances of Rodeo. Stampede shall negotiate with the ticketing agency used by The Idaho Center for this service. Any ticket sales from the ticket booth maintained at The Idaho Center after the hour of 5:00 o'clock P.M. shall be at the expense of Stampede and it shall provide the cost of the personnel required to sell tickets after 5:00 o'clock P.M. during the use of The Idaho Center by Stampede. In the event Agency shall receive any rodeo ticket sale revenue, either from Select-A-Seat or other agency designated to sell seats, or through its box office maintained at The Idaho Center, Agency does covenant and agree to remit ticket sales revenue by the last day of each month, commencing with the effective date of this Use Agreement, except for the month of July. During the month of July, any and all ticket sale revenues shall be

remitted the Friday preceding the commencement of Rodeo week, Friday of Rodeo week, and the Friday of the week immediately following Rodeo week. There shall be no hold backs of any funds or ticket sale revenues except for any normal charges for sales tax, charge card fees, and ticket stock charges.

2. **SECURITY.** Stampede shall provide twenty-four (24) hour security services for The Idaho Center during the use and occupation of The Idaho Center by Stampede as set forth in this Use Agreement. The security services required by this paragraph shall meet the approval of the management of The Idaho Center.

3. **MAINTENANCE AND CLEANING.** Stampede shall be responsible for the ordinary maintenance and cleaning of The Idaho Center during the period of its use and occupation of The Idaho Center, and does covenant and agree to return the Premises at the termination of the use period in the same condition as it was when the Premises were accepted by Stampede, ordinary wear, tear and damage by the elements excepted.

4. **INDEMNIFICATION.** Stampede agrees that it will at all times protect, save and keep Agency harmless from and against all actions, costs, expenses, damages and/or loss of every kind or nature arising from or growing out of the use and occupancy of the Premises by Stampede. Stampede shall be responsible for any physical damages that may be caused to The Idaho Center during the use of the facility by Stampede.

5. **INSURANCE.** Stampede shall maintain a comprehensive liability insurance policy which shall include contractual liability, products liability, operations liability, automobile liability, worker's compensation on Stampede's employees, if required by law, with a responsible insurance company with a minimum rating of A in the then-current A. M. Best Manual, said

insurance company being authorized to do business in the State of Idaho, in the names and for the benefit of Stampede and Agency, with a minimum single limit coverage of \$1,000,000.00. Ten (10) days prior to the date of the scheduled use of the facility for the production of Rodeo, Stampede shall furnish Agency with a certificate of such insurance stating that such insurance is in full force and effect during the term of this Use Agreement, which shall be the actual commencement of the use of The Idaho Center and continuing thereafter until the termination of the use for that year, as more particularly described in paragraph B3 above.

In the event Agency provides public police officers, fire protection officers, other inspectors representing the City of Nampa, or any other representatives of the City of Nampa, that fact shall not in any way or manner acknowledge any responsibility under this paragraph by the Agency or the City of Nampa, and shall in no way alter the contractual responsibilities of Stampede to provide the necessary insurance coverages as required by this Agreement.

6. **INDEPENDENT CONTRACTOR.** Stampede shall be responsible for contracting specific services with outside providers and shall be responsible for the payment thereof.

E. **GENERAL USE CONDITIONS:**

1. **EXCULPATORY CLAUSE.** Agency assumes no responsibility whatsoever for any property placed in the leased premises, and Stampede hereby releases and discharges Agency from any and all liability for any loss, injury, or damage either to person or property. Stampede assumes all risk of damage to and loss by theft or otherwise of fixtures, appliances or other property of Stampede's exhibitors, contestants, performers, or those contracting with Stampede, as well as employees thereof, and Agency is expressly released and discharged from any and all liability for such loss. In the receipt, handling, care or custody of property of any kind shipped or otherwise

delivered to the leased premises of Agency, either prior or subsequent to the use of said premises by Stampede, Agency and its officers, agents, and employees are acting solely for the accommodation of Stampede and shall not be liable for any loss, damage or injury to or destruction of such property.

2. **NOTICES.** Any notice, demand or communication under or in connection with this Lease which either party desires or is required to give to the other shall be sent prepaid, first class registered or certified mail addressed to the respective party as follows:

**AGENCY:**

Urban Renewal Agency of the  
City of Nampa, Idaho  
411 3rd Street South  
Nampa, Idaho 83651

**STAMPEDE:**

Nampa Harvest Festival Association  
P. O. Box 231  
Nampa, Idaho 83653.

3. **TERMINATION.** This Agreement shall not be terminated by Agency so long as Stampede continues in the business of the production of Rodeo and desires to continue to use The Idaho Center. In the event Stampede determines to stop production of Rodeo, then and in that event, this Rental Agreement shall terminate.

In the event The Idaho Center is damaged to such an extent that the production and performance of Rodeo is rendered impossible, then and in that event, this Agreement may be terminated by the parties. Provided, however, that in the event Agency its successors or assigns repairs and/or rebuilds the facility, this Agreement shall continue.

The parties acknowledge that in the event of damage or destruction, Stampede,

at Stampede's option, may utilize other arenas or facilities located on the premises under the terms and conditions of this Agreement for the production of Rodeo during such time period that the facility will be under repair.

4. **ASSIGNMENT OR SUBLETTING.** Stampede may not assign this Use Agreement without the prior written consent of Agency, which consent shall not be unreasonably withheld.

5. **ATTORNEY FEES AND COSTS.** In the event that either party to this Agreement shall enforce any of the provisions hereof in any action at law or in equity, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorney fees incurred therein by the prevailing party, and such may be included in the Judgment entered in such action.


6. **CAPTIONS.** The captions and paragraph headings herein are for convenience and reference only and do not limit or construe the provisions hereof.

7. **FORCE MAJEURE.** Both Agency and Stampede shall be mutually excused from performance of any or all of their respective obligations as set forth in this Rental Agreement to the extent and for the time such performance is rendered impossible or impractical due to acts of God, labor unrest, war, riot, civic disturbance, or any other cause beyond the reasonable control of either Agency or Stampede.


8. **BINDING EFFECT.** It is agreed that the terms and provisions of this Rental Agreement shall be binding upon and inure to the benefit of the respective heirs, devisees, personal representatives, successors and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be  
subscribed on the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY  
OF NAMPA, IDAHO

By   
Chairman  
"Agency"

NAMPA HARVEST FESTIVAL ASSOCIA-  
TION

By   
PRESIDENT  
"Stampede"