

**AGREEMENT  
FOR THE SALE OF  
BEER, WINE AND LIQUOR BY THE DRINK**

This Agreement for the Sale of Beer, Wine and Liquor by the Drink ("Agreement") is made and entered into this 5<sup>th</sup> day of November, 2012, by and between the CITY OF NAMPA, Idaho (hereinafter "Nampa") and IDAHO CENTER VENDING, LLC, an Idaho limited liability company and a wholly owned subsidiary of Nampa Harvest Festival Association, which through its wholly owned subsidiary, Snake River Stampede, LLC, does business as "Snake River Stampede" (hereinafter "Idaho Center Vending") (collectively "the parties").

RECITALS:

A. Nampa is the successor in interest to the Urban Renewal Agency of the City of Nampa, and now owns the facility commonly known as the Idaho Center Complex ("Idaho Center").

B. Idaho Center Vending owns a retail alcohol beverage license issued by the State of Idaho No. 001, together with certain applicable beer and wine licenses, which are leased to Thomas Management Corporation, which Corporation provides services at Idaho Center.

C. Nampa has entered into a Management Agreement with SMG to provide management services for Idaho Center.

D. Nampa has entered into an agreement with Thomas Management Corporation to provide food and beverage service to patrons at and users of Idaho Center.

E. Nampa requires that revenues generated by the sale of alcoholic beverages be used in a particular manner, and this Agreement cancels that certain Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink dated September 3, 1996, as thereafter amended, and cancels that certain Restated Agency Agreement for the Sale of Beer, Wine and Liquor by the Drink dated June 15, 1999, and the Addendum thereto, which terminated April 30, 2012.

F. The parties have continued to operate under the terms and conditions as now set forth in this Agreement since April 30, 2012.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

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



2. **EFFECTIVE DATE:** The effective date of this Agreement is October 1, 2012.

3. **LICENSES AND THE USE THEREOF:** During the term of this Agreement or any extension thereof, Idaho Center Vending shall maintain its beer, wine and liquor licenses to be used at the Idaho Center, subject to a lease agreement with Thomas Management Corporation or any successor lessee. These licenses shall be used exclusively for the dispensing of beer, wine and liquor by the drink or any partial combination thereof, to patrons and users of the Idaho Center or lessees of the licenses. All beer, wine and liquor products unique to, or promoted or contracted by, SRS Spirits, LLC, a wholly owned subsidiary of Nampa Harvest Festival Association, will be made available and utilized for purchase at all events conducted or held in the Idaho Center. The products known as "Snake River Stampede Whisky" and "Snake River Stampede Ale", or any other Snake River Stampede-branded adult beverage, will be offered for the serving of adult beverages permitted by this Agreement. Idaho Center Vending will participate in the determination of pricing and certain controls, together with the lessee. The requirement for offering products contracted by SRS Spirits, LLC, and the offering of Snake River Stampede Whisky, Snake River Stampede Ale, and other Snake River Stampede-branded adult beverages, does not preclude Nampa, by other management agreements or catering agreements, to offer competing brands of adult beverages.

4. **TERM AND EXPIRATION OF AGREEMENT:** The term of this Agreement will commence on October 1, 2012, and terminate on September 30, 2015; provided, however, that in the event Nampa terminates that certain Management Agreement between Nampa and SMG, then Nampa can also elect to terminate this Agreement or any renewal thereof, concurrent with the termination of the Management Agreement. In the event of termination of this Agreement for any reason, the parties understand and agree that the liquor license referred to above is venue-specific and must remain with and only serve the Idaho Center; provided, however, that the provisions set forth in paragraph 3 above with regard to SRS Spirits, LLC products and the offering of any Snake River Stampede-branded adult beverage shall survive any termination, and the use of those products will continue so long as the "Snake River Stampede Rodeo" is produced and presented at the Idaho Center and/or there is continuing availability of those products by either the State of Idaho or a private distributor.

5. **AUTOMATIC RENEWAL:** Provided this Agreement is in full force and effect and neither party is deemed in default, the term of this Agreement shall automatically continue and be renewed for additional five (5) year periods so long as SMG or its successor-in-interest is under a management agreement with Nampa, unless either party shall have notified the other party in writing at least 120 days prior to the expiration date of that renewal that it does not elect to renew the term of this Agreement beyond its current expiration date.

6. **INSURANCE REQUIREMENT:** As a material term and condition of this Agreement, Idaho Center Vending will ensure that appropriate insurance coverages will be provided by the lessee of the licenses to provide insurance protection for the benefit of Idaho Center Vending and naming Nampa as a co-insured. The amount of liability coverage required



under this paragraph shall be determined by the parties to this Agreement and evidence of this insurance coverage shall be maintained by Idaho Center Vending.

7. **REVENUE**: All revenue generated from the sale of alcoholic beverages pursuant to this Agreement shall be distributed as follows:

(a) Annually, the first Fifty Thousand Dollars (\$50,000) of net profit will be retained by Idaho Center Vending in a separate dedicated account to be utilized for Idaho Center capital maintenance and repair projects as recommended by the Snake River Stampede Rodeo Board of Directors to the Idaho Center Advisory Commission. The Idaho Center Advisory Commission will review those recommendations and make proposals to Nampa for its budgeting purposes.

(b) The Idaho Center Advisory Commission will provide to the parties a prioritized list of projects for the Idaho Center. Idaho Center Vending will use its best efforts in conjunction with the Commission to complete selected projects as funds become available.

(c) Each year during the production of the annual Snake River Stampede Rodeo, all profits otherwise payable to Nampa and Idaho Center Vending as set forth above shall be waived and shall be disbursed to Snake River Stampede, LLC, for use as it deems appropriate for its purposes.

(d) All remaining net profit will be paid monthly to Nampa in a manner to be determined by the parties jointly.


8. **MAINTENANCE OF DEDICATED ACCOUNT**: Idaho Center Vending shall maintain a separate dedicated account for the deposit of the first Fifty Thousand Dollars (\$50,000) net profit referred to above and shall supply Nampa with duplicate bank statements each and every month during the continuance of the separate dedicated account. The beginning account balance as of October 1, 2012, will be the sum of Five Hundred Dollars (\$500). Thereafter the monthly statements will reflect the account balance in the separate dedicated account. Additionally, Thomas Management monthly reports presented to Idaho Center Vending will be copied and sent to Nampa.

9. **JOINT POLICIES**: The parties agree to maintain existing policies and jointly establish other policies as may be required for the use and operation for the regulation and operation of all alcohol sales at the Idaho Center.

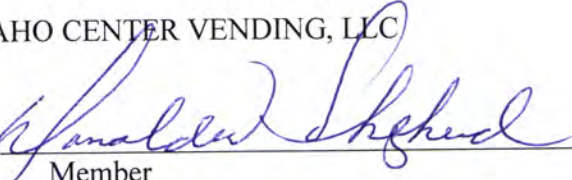
10. **ASSIGNABILITY**: This Agreement may not be assigned by Idaho Center Vending.

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

CITY OF NAMPA, Idaho

By:   
Mayor

Attest:   
City Clerk

IDAHO CENTER VENDING, LLC  
By:   
Member