



TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION

PREPARATION DATE: October 13, 2016
MEETING DATE: October 17, 2016

SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Bob McLaurin
PRESENTER: Roxanne Robinson, Assistant Town Manager

SUBJECT: 2017 Rodeo Dates and Annual Rodeo Report

PURPOSE OF WORKSHOP ITEM

The Town Council approves the requested rodeo dates for the upcoming season. Additionally, the Council annually receives the rodeo report from the previous season and also entertains any changes to the Rodeo Concession Agreement.

DESIRED OUTCOME

The desired outcome is for the Council to approve the rodeo dates for 2017, to accept the 2016 Rodeo Season Concession Review, and to consider several minor changes to the rodeo concession agreement without extending the term.

BACKGROUND/ALTERNATIVES

Big Picture: The Town owns the entirety of the rodeo grounds as well as the property on the south side of Snow King Avenue which encompasses the Exhibit Hall, Park Maintenance Shop, and the green space. There are 4 agreements related to these properties and they are as follows:

Agreements Affecting Town Owned Rodeo Grounds							
Agreement	Parties	Area	Purpose	Term	Expires	Termination	Notes
Teton County Fair Grounds Lease Agreement	TOJ & TC Fair Board (TCFB) Also Signed by TC	N Side of Snow King Excluding Gravel Parking on West, Ball Field, & Tennis Court Area. Acknowledges Gravel Parking on West during fair.	Perpetuate western activities, mgmt & supervision of grounds, & alternative uses currently existing to flourish.	24 yrs	12/31/2026	None	Does not grant authority for TCFB to enter into rodeo concession agreement. Incorporates provisions of RGMA.
Rodeo Grounds Management Agreement (RGMA)	TOJ & TC	N Side of Snow King Excluding Gravel Parking on West, Ball Field, & Tennis Court Area	Designates TCFB as manager of grounds and Administrative Authority.	4 yrs	12/31/2017	30 Days Notice	Describes process for recommending Rodeo Concessionaire (no longer current), relocation of START Buses for events (no longer current), passes through \$60K of concessionaire funds to TC, names Town Council as arbiter of disputes between TC & others.
Rodeo Concession Agreement	TOJ & Rodeo Concessionaire	N Side of Snow King Excluding Gravel Parking on West, Ball Field, & Tennis Court Area. Acknowledges Gravel Parking on West during rodeos. Rodeo Arena & Pens at Noon & Heritage Arena and Parking areas at 2pm on rodeo days	Production of a rodeo at the Rodeo Grounds	4 yrs (May 1 - day after Labor Day)	9/30/2017	For Poor quality, default, and failure to cure, 15 days Notice	Rodeos shall be on Wed and Sat nights & on July 4, plus may allow 8 addl dates, but Council can remove 1 Wed or Sat Rodeo, \$50K or 10% of gross receipts whichever is greater.
Ground Lease Agreement	TOJ & TC	Exhibit Hall, Grassy Area, Adjacent Parking	Not stated.	5 yrs	12/31/2017	30 Days Notice	None.

In order to support Teton County's actions related to refocusing the Fair Board towards production of a fair and away from management of the grounds, when the current agreements expire and upon execution of a new RGMA, Ground Lease Agreement and Rodeo Concession Agreement, staff will present changes to reflect

Teton County as the manager and administrator of the rodeo grounds. If at some point in the future, the Town Council would like to delegate authority to Teton County to enter into and grant the rodeo concession agreement, the Council could do so and then there would be no need for a Rodeo Grounds Management Agreement (RGMA) and the rodeo concession agreement would be between Teton County and the Rodeo Concessionaire.

Currently WW Productions, LLC (Phil Wilson) is the Town's rodeo concessionaire.

Rodeo Dates

Pursuant to Section 3 of the Rodeo Concession Agreement, Teton County and the Concessionaire must submit a schedule for the following Rodeo Season no later than September 25. The Town Council must then approve the schedule by October 31 of each year. The reason for the early approval of the dates is to allow marketing and production materials and schedules to be finalized.

The Concession Agreement states that the Rodeo Events shall be produced on Wednesday and Saturday nights between May 1 and the day after Labor Day plus July 4th. The Town Council has the ability to remove one Wednesday or one Saturday night rodeo from this schedule. Additionally the rodeo *may* be produced on 8 additional dates during the term of the agreement as determined by mutual agreement between Teton County and the Concessionaire and as approved by the Town Council.

The Teton County Fair Board, Teton County Administration, the Fair Manager, and the Rodeo Concessionaire have met regarding the dates and have proposed the attached schedule for rodeos in 2017. All dates have been agreed to except for June 24 which falls during the World Series of Roping. As noted in the 2016 Rodeo Season Concession Review under Schedule, Teton County is recommending that the rodeo on June 24 be canceled due to the fact that the World Series of Roping organizers have indicated they will move their event elsewhere if they are required to accommodate the rodeo on Saturday night. The Concessionaire is recommending that date remain as a rodeo date in order to maintain consistency in their schedule that is noticed to the public and known throughout the community as a rodeo date – "Rodeos occur every Wednesday and Saturday during the summer" and because it removes a revenue generating date from their schedule. Historically, the World Series of Roping organizers have agreed to work around the rodeo and the Concessionaire has agreed to work around the event and both events have occurred. Pursuant to the agreement the Town Council is able to remove one Wednesday or Saturday date.

Points for the Council to consider:

- Consistency in rodeo dates for participants and spectators of the rodeo.
- Revenue generation for Concessionaire.
- Revenue generation for Teton County for World Series of Roping Fees.
- Event tourism generated by World Series of Roping participants (restaurants, shopping, some hotels, etc.)
- Support for Teton County as Town's designated administrator of the grounds.
- Support for Concessionaire as Town's designated rodeo concessionaire.
- The elimination of one more special event in the community during an already busy summer.

There are fiscal ramifications to the cancellation of the rodeo and also to the withdrawal of the World Series of Roping being held in Jackson. Pursuant to the contract, the rodeo concessionaire pays \$50,000 or 10% of gross proceeds. In 2015, the rodeo concessionaire paid the Town \$93,502.38, \$60,000 of which was passed through to Teton County for administration of the grounds. At the time the staff report was written, the Town had not yet received the final payment for the 2016 season and that payment is due on October 15, 2016. Staff will have that figure for the Council at the Council meeting on October 17, 2016. Teton County would lose

approximately \$11,563 in facility and stock pen fees should the World Series of Roping move their event to another community. Additionally, there would likely be a loss in sales tax revenue to the Town and County should the event be relocated to another community due to the participants eating at restaurants and shopping in Jackson. Some event participants camp overnight at the grounds with their livestock and others stay offsite in hotels.

The Town Council has historically supported the rodeo concessionaire when disputes arise due to perceived or real conflicts with the Teton County Fair Board or Teton County and staff has followed this lead. Due to the County's improved administration of the grounds, refocusing of the Fair Board, and the significantly improved working relationship between the Town and the County where the rodeo grounds are concerned, the working relationship with Teton County and the Fair Board has positively evolved over the years. There are merits to both sides of the decision. Because of the Town's historical position as supporter of the concessionaire, staff recommends the Town Council support the Concessionaire and allow the June 24 rodeo with the understanding that should the World Series of Roping again agree to hold their event during this time period, that the Concessionaire will work closely and cooperatively with Teton County and the event organizer to minimize conflicts.

Rodeo Report and Recommended Amendments to Rodeo Concession Agreement

Pursuant to Section 2 of the Rodeo Concession Agreement, the rodeo Concessionaire and Teton County are to meet to discuss the previous season's rodeo operations and jointly prepare and jointly execute a report for submission to the Town Council and, if necessary, recommend amendments to the Rodeo Concession Agreement. The report is attached to this staff report and it appears all issues are workable between the concessionaire and Teton County with the exception of the conflict with the World Series of Roping event. Because a number of changes to the agreement are requested, staff recommends the issue be discussed at the workshop as time permits but that action on the amendments be continued until the November 21 meeting.

Both Teton County and the Concessionaire are requesting amendments to the Rodeo Concession Agreement and those changes are bulleted below with the document attached showing the proposed changes. There would be no change in the term or any other provisions in the agreement. Town staff has also reviewed the requested changes and proposed changes are noted in the agreement. The Town Attorney has not yet been provided the opportunity to review the requested changes or staff's recommendations.

1. 2nd, 3rd, and 4th Whereas: County requested a change in the Lessee name from Teton County Fair Board to Teton County. However, the actual agreement is between the Town and the Teton County Fair Board and so an additional Whereas was added to reference and clarify actions taken by Teton County to refocus the Fair Board on producing a fair and to serve only in an advisory capacity on the management of the grounds.
2. 5th Whereas: Clarifies that the Town is designating Teton County as the Administrative Authority.
3. Section 3. Period of Use and Possession of Premises – Gravel Parking. Clarifies that the Concessionaire also has use of the gravel area for parking during rodeo events but keeps that area separate from the Rodeo Grounds as set forth in Exhibit A.
4. Section 3. Period of Use and Possession of Premises – Arenas. Earlier access time requested by Concessionaire in case of a needed repair. Disagreement between parties on access time. Staff left the times as is in the agreement.
5. Section 6. Administrative Authority Responsibilities. Changes were rejected by staff as clarification was provided in the 5th Whereas of the document.
6. Section 7.b.i. Security Cleaning and Damages Deposit. Amends the amount of deposit and simplifies retainage and return of deposit.
7. Section 7.b.iv. Cleanliness. Clarification on ability to clean and access for the public and includes parking areas.

8. Section 7.b.v. Use and Hours of Operation. Comments discuss requested changes to hours of use. Staff left the times as is in the agreement.
9. Section 7.d. Stock and Surcharges. Both parties requesting removal of this section.
10. Section 7.d. Payouts and Slack Competition. Requests flexibility for the type of events required in the rodeo production, common sense for the number of entries and allotted times, and ability for team ropers to enter more than once. Requested changes are appropriate.
11. Section 8. Rights of Use for Others. Requests additional walk through before and after the Teton County Fair. Requested changes are appropriate.
12. Changes to Exhibit C. Requests changes to the Walk Through Checklist and staff is comfortable with any changes to the checklist that are agreed to jointly between Teton County and the Concessionaire.

Phil Wilson of WW Productions, Kaitlyn Mangis, Fair Manager, and a Teton County representative will be at the Council workshop meeting on October 17 to answer any questions the Council may have.

Staff is recommending the Town Council approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and continue the requested amendments to the concession agreement to the November 21 Town Council meeting. The Town Attorney has not yet been provided the opportunity to review the requested amendments to the Concession Agreement.

The Town Council has many options, several are listed below:

1. Approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and continue the requested amendments to the concession agreement to the November 21 Town Council meeting.
2. Approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and approve all recommended changes to the Concession Agreement as edited by staff and subject to the Town Attorney's approval.
3. Approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and make a separate motion to approve all recommended changes to the Concession Agreement as edited by staff and vote against the motion thereby denying any changes to the concession agreement.
4. Other.

[STAKEHOLDER ANALYSIS](#)

The stakeholders involved in this issue include the Town of Jackson, the Rodeo Concessionaire, Teton County, the Teton County Fair Board, the World Series of Roping event organizers and participants, the citizens of the community, and the many guests to the area that attend rodeos and include this activity as part of their Jackson Hole experience.

[ATTACHMENTS](#)

2017 Proposed Rodeo Schedule, 2016 Rodeo Season Operations Report and Rodeo Concession Agreement showing tracked changes.

[FISCAL IMPACT](#)

The schedule for the rodeo plays a critical role in the profitability of the rodeo concessionaire and subsequent to that, revenue coming in to the Town of Jackson. In years past, the rodeo could only be produced on Wednesday and Saturday nights from May 1 to September 30. By shortening the schedule to May 1 through the day after Labor Day and allowing the option for 8 additional dates other than Wednesdays or Saturdays during that time period, the Council allowed the concessionaire to capitalize on the busiest part of the summer and provide more opportunities for guests to the community to experience the rodeo. The concessionaire pays \$50,000 or 10% of

gross receipts, whichever is greater to the Town. The Town then provides payment to Teton County for management of the grounds equal to the amount received by the concessionaire but capped at \$60,000. For the 2015 rodeo season, the 10% amounted to \$93,502.38 to the Town of Jackson. \$60,000 of that amount will be provided to Teton County. The additional revenue over the amount paid to Teton County for management has a positive impact on the Town of Jackson budget. The Town has not yet received the final payment for the 2016 season and that payment is due on October 15, 2016. We are unable to provide the Council with the total amount of revenue collected for 2016 until the Town Council meeting on October 17, 2016.

Withdrawal of the World Series of Roping event from Jackson has a direct fiscal impact to Teton County of approximately \$11,500 but may have additional indirect impacts related to sales tax dollars from restaurants, shopping and hotel stays.

STAFF IMPACT

The staff impact of approving the rodeo dates is positive in that it provides Town of Jackson and Teton County employees the information they need to plan in advance for use of the rodeo grounds. Council approval of the dates will result in simple notification to the Teton County Fair Manager and Concessionaire. Staff recommends the Council continue any action on the requested changes to the Concession Agreement until the November 21 meeting to allow the Town Attorney time to review the changes.

LEGAL REVIEW

Not applicable for rodeo dates or for acceptance of the report. The Town Attorney has not yet been provided the opportunity to review the requested changes to the Concession Agreement.

RECOMMENDATION

Staff is recommending the Town Council approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and continue the requested amendments to the concession agreement to the November 21 Town Council meeting. The Town Attorney has not yet been provided the opportunity to review the requested amendments to the Concession Agreement.

SUGGESTED MOTION

Should the Town Council be ready to take action on this item, one suggested motion would be:

I move to approve the rodeo schedule for 2017 as presented that includes the June 24 date, accept the 2016 Rodeo Season Operations Report into the record and continue the requested amendments to the concession agreement to the November 21 Town Council meeting.

Synopsis for PowerPoint (120 words max):

Background:

Pursuant to Section 3 of the Rodeo Concession Agreement, the Administrative Authority (Teton County – operating through the Teton County Fair Board) and the Concessionaire (WW Productions) must submit a schedule for the following Rodeo Season no later than September 25. The Town Council must then approve the schedule. Additionally, an annual report must be provided to the Town on the previous rodeo season operations.

Proposed RODEO Schedule 2017

MAY/JUNE

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
						27 RODEO
28	29	30	31 RODEO	1	2	3 RODEO
4	5	6	7 RODEO	8	9	10 RODEO
11	12	13	14 RODEO	15	16	17 RODEO
18	19	20	21 RODEO	22	23	24 RODEO World Series
25	26	27	28 RODEO	29	30	

JULY

						1 RODEO
2	3	4 RODEO	5 RODEO	6	7 RODEO	8 RODEO
9	10	11	12 RODEO	13	14 RODEO	15 RODEO
16	17	18	19 RODEO	20	21 RODEO	22 RODEO English Horse show no slack
23	24	25	26 ???FAIR???	27	28	29
30	31					

AUGUST/SEPTEMBER

		1	2 RODEO	3	4 RODEO	5 RODEO
6	7	8	9 RODEO	10	11 RODEO	12 RODEO
13	14	15	16 RODEO	17	18 RODEO	19 RODEO
20	21	22	23 RODEO	24	25 RODEO	26 RODEO
27	28	29	30 RODEO	31	1 RODEO	2 RODEO



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2016 RODEO SEASON CONCESSION REVIEW

September 23, 2016

Attendees:

Concessionaire: Bode Wilson, Brandon Wilson, and Phillip Wilson

Fair staff: Kaitlyn Mangis

County Administrator: Alyssa Watkins

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305 W. Snow King Ave.
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fax: 307.733.2577

Rodeo Tickets

There were a few technical issues with fair rodeo tickets; patrons were trying to access JH Rodeo website to buy tickets for Wednesday night of fair. The Wilson's will work on making sure that specific week is blocked off to reduce confusion on their website. The weather was exceptional this year which made for bigger crowds and the concessionaire had their most successful year yet.

Contestants

Concessionaire will maintain the numbered roping similar to last year. There will be #8, #10, and open roping for the 2017 season.

Schedule

- Memorial Day to Labor Day schedule seemed to work well. The Fair Board and Fairgrounds Staff have reviewed the dates for the 2017 rodeo season. Both Fair Board and Fairgrounds Staff would like to recommend removing Saturday, June 24 to accommodate the World Series Team Roping. They would also like to recommend that the Rodeo Concessionaire omit slack on Saturday, July 22 due to the scheduled Teton County Fair English Horse show which runs from 8am until well into the afternoon.
- World Series of Roping: Next year the World Series roping is scheduled for June 23rd– 25th 2017. The concessionaire has a rodeo scheduled on the 24th and would like to keep that Saturday rodeo. Parking is a big issue with this event and past attempts at accommodating both World Series competitors, rodeo spectators, and rodeo contestants have not adequately yielded enough parking for everyone. The Rodeo Concessionaire did not hold slack this year but the parking was still an



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issue. The World Series Roping has requested full use of the facility for 2017 based on the following reasons: parking was still an issue even with attempted compromises, with limited parking he is not able to provide an adequate roping for competitors, and his roping has to be over in time for the rodeo which limits number of teams. Moving forward he does not want to compete with the rodeo, if we are not able to provide him full access to facility he will move his roping elsewhere.

- 4th of July weekend: Rodeo Concessionaire sold out for this night. It was a very successful night.

Cleaning

- Margarito cleaned for the Rodeo Concessionaire and for the Teton County Fair office. This seemed to work well on both ends. Rodeo Concessionaire had a few complaints about restrooms by fair office not being as clean as all the other restrooms. Kaitlyn will check on this to make sure next year those restrooms meet the standard of all the other restrooms.

Sound System

The implementation of the upgraded sound system has worked well, reducing noise complaints and provided a first-class sound experience for everyone. Any adjustments to the sound system that have been requested, the concessionaire has been able to work directly with the sound company. The Rodeo Concessionaire is going to contact the sound company and have a few things re-adjusted before the start of next season. The sound meters have reflected a compliant reading and overall it has been a very good system.

Breakdown after last rodeo

It has been requested by Teton County staff that all equipment, signs, trailers be removed by October 1st to allow the fairgrounds staff to adequately winterize and transition into the off-season. The fairgrounds staff will be responsible for cleaning and storing all trash receptacles and picnic tables for the season.

Hierarchy

JH Rodeo will contact the following people in order, starting at the top. If the first person cannot find a solution to the issue then they will continue to contact people down the list:

- Fair and Fairgrounds Manager
- County Administrator
- Town of Jackson (Roxanne Devries)



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Other Requests

- Concessionaire has requested a week in the spring 2017 prior to the start of the rodeo season to bring in stock and prepare for the season.

Summary

Overall it was a very successful rodeo season. The weather helped the rodeo concessionaire have their biggest year yet. Team roping events and saddle bronc had more contestants this year. The biggest obstacle is with the rodeo and the World Series roping in regards to parking. There is concern, as the World Series roping continues to grow each year, that the grounds and facilities are not large enough to handle both events simultaneously and thus Teton County is requesting to dedicate the grounds and facilities to the roping event for the full weekend in question.

Moving forward both the Concessionaire and Teton County have some recommended changes to the concession agreement.

- Both parties are in agreement that Teton County is the "Lessee"
- The agreement as written does not name the Administrative Authority; clarity in this regard would be beneficial to both parties
- Exhibit A does not include west parking lot. Rodeo contestants and spectators use west parking lot for the rodeo. Both parties agree that it should be included in exhibit A.
- Teton County would like to recommend that Rodeo Concessionaire does not get access to Rodeo Arena until 2:00pm and parking and heritage arena until 4pm on the day of a rodeo in order to allow additional hours for public use. However, the Rodeo Concessionaire would like to request facility starting at 8:00am if they are required to clean the facility prior to preparing for the rodeo.
- Both parties agree Rodeo Concessionaire might need earlier time in the case of a repair. Rodeo Concessionaire would need to contact Administrative Authority for immediate use of the facility.
- Teton County has not received revenue reports this summer due to concerns regarding confidentiality. Both parties agree this information will be provided to Teton County every month and it will be kept confidential.
- Currently Teton County still has \$2000 of the cleaning deposit from the rodeo concessionaire. Both parties agree and recommend that we keep the amount until their contract is up next year.
- In the past when facility is getting turned over to Concessionaire and turned back over to Teton County an inspection has not been happening.

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Moving forward Teton County would recommend for this process to take place; the Concessionaire has concerns about the viability of the process. Both parties agree that if this provision remains in place, changes to the checklist shown in Exhibit "C" are required.

- Teton County and the Concessionaire agree that the west parking lot should be included as a part of this agreement, as it is used regularly by rodeo contestants and patrons. Teton County requests that the language be changed to parking areas in order to emphasize the Concessionaire's responsibility for cleaning the west lot (as well as the east and north parking areas) after rodeo events.
- Both parties agree that facility may be rented to users at 8:00am on the day following a rodeo, with fair office making users aware that rodeo concessionaire may be cleaning around facility until 9:00am
- Both parties agree that stock and surcharges should be removed from the contract.
- Both parties agree that the wording pertaining to rodeo events should be changed to SHOULD include instead of SHALL include.
- Both parties agree that team ropers may be allowed to enter more than once, at discretion of the concessionaire.
- Both parties would like to recommend a joint inspection to happen before Teton County Fair starts and the following week Teton County Fair is over. This will allow us to better address responsibility for any damages incurred during fair.

Kaitlyn Mangis,
Fair & Fairgrounds Manager

Phillip Wilson, JH Rodeo

RODEO CONCESSION AGREEMENT

This Agreement is effective as of the 1st day of October, 2013, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the "Town", and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as "Concessionaire."

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk's office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, ~~the the Teton Fair Board Fair Board County~~ ("Lessee") has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit "A" (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the "Rodeo Grounds"; and

WHEREAS, portions of the ~~Fair Grounds~~Rodeo Grounds are used specifically for the production of rodeos; ~~as more particularly described in Exhibit "A" (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the "Rodeo Grounds"; and~~

WHEREAS, the Town ~~has hereby historically maintained an and wishes to continue to designate~~ Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is "a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate."

Commented [KM1]: Both parties are in agreement that this should be Teton County

Commented [RDR2]: We have historically been unable to process any amendments to the Teton County Fair Grounds Lease Agreement and should continue to refer to it as written. Clarification can be provided in an additional Whereas.

Commented [KM3]: The agreement as written does not name the Administrative Authority; clarity in this regard would be beneficial to both parties.

2. TERM

The term of this Agreement shall be for four (4) years, or until September 30, 2017 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the season from the 1st of May through the day after Labor Day of each year, unless sooner terminated as provided for herein. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season's rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. [The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events.](#) The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council may have the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year.

Possession of a portion of the Rodeo Grounds known as the Heritage Arena and the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to Rodeo Arena shall be exclusive at 12:00 P.M. for the outdoor arenas and at 2:00 P.M. for the parking areas and the Heritage Arena on days in which the Rodeo events occur, [although the Administrative Authority may authorize earlier access w-hen necessary to enable the Concessionaire to make repairs.-](#) Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the

Commented [KM4]: Exhibit A does not include west parking lot. Rodeo contestants and spectators use west parking lot for rodeo. Both parties agree that it should be included in exhibit A.

Commented [RDR5]: Exhibit A should not be amended but additional reference can be made to use of the west parking area.

Commented [KM6]: Both parties agree Rodeo Concessionaire might need earlier time in the case of a repair. Rodeo Concessionaire would need to contact Administrative Authority for immediate use of the facility.

Commented [KM7]: Teton County would like to recommend that Rodeo Concessionaire does not get access to Rodeo Arena until 2:00pm and parking and heritage arena until 4pm in order to allow additional hours for public use. However, the Rodeo Concessionaire would like to request facility starting at 8:00am if they are required to clean the facility prior to preparing for the rodeo.

Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles, submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in "Exhibit B." Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council.

- i. **Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the Concessionaire through the operation of this concession (specifically including, but not limited to, spectator entrance fees, stock charges and timing charges taken out of the contestant entry fees), or from any business conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business

Commented [KM8]: Teton County has not received these reports this summer due to confidential information given to public. Both parties agree this information will be provided to Teton County every month and it will stay confidential.

not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

a. **Administration of Agreement.** The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. ~~The Town of Jackson hereby designates Teton County as said Administrative Authority.~~ The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

Commented [AW9]: Both parties agree that clear designation of the Administrative Authority would be beneficial.

Commented [RDR10]: Teton County has been designated as the Administrative Authority in proposed changes to Section 3.

7. CONCESSIONAIRE RESPONSIBILITIES

a. **RESPONSIBLE PARTY**

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. **PREMISES AND PROPERTY**

i. **Security, Cleaning and Damages Deposit**

~~A Security, Cleaning and Damage deposit in the amount of Three Thousand Dollars (\$3000.00) will be~~ Two Thousand Dollars has been paid to the Administrative Authority by the Concessionaire. ~~One Thousand dollars (\$1,000.00) will be paid at the time this Agreement is signed and held by the Administrative Authority for the term of this Agreement. The remaining amount of Two Thousand Dollars (\$2,000.00) will be remitted to the Administrative Authority not later than May 1st of each Rodeo Season. This deposit will be held for the term of the agreement and the remaining balance, if any, will be returned to the Concessionaire at the end of the Rodeo Season and no later than November 10 of each Rodeo Season agreement term.~~

Commented [KM11]: Currently we still have \$2000 of the cleaning deposit from the rodeo concessionaire. Both parties agree and recommend that we retain these funds until their contract is up next year.

ii. **Condition/ Inspection**

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition. Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint inspection of the concession premises and property

immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. REPAIR AND MAINTENANCE OF PREMISES, PROPERTY

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and arena lights prior to or after the exclusive use period. Each rodeo event day, the Administrative Authority shall be responsible for raking and conditioning the outdoor and indoor arenas prior to the exclusive use period. Should the Concessionaire choose to rake and condition the arenas at any point after exclusive use has been provided, the Concessionaire shall be responsible for such raking and conditioning at its own expense. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance

and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. CLEANLINESS

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to a checklist shown in Exhibit "CP." Should the inspection not pass, then the concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than twelve (12) hours after each Rodeo Event. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

If, in the sole discretion of the Administrative Authority, it determines that the Rodeo Grounds are not being maintained in a clean and sanitary condition resulting from the rodeo operations, the Administrative Authority shall give the Concessionaire notice of the unsatisfactory conditions, said notice to be delivered in writing to Concessionaire or his agent or designated employee. In the event the unsatisfactory conditions are not

Commented [KM12]: In the past this has not been happening. Moving forward Teton County would recommend for this process to take place; the Concessionaire has concerns about the viability. Both parties agree that if this provision remains in place, changes to the checklist shown in Exhibit "C" are required.

Commented [KM13]: Both parties agree that facility may be rented to users at 8:00am with fair office making users aware that rodeo concessionaire may be cleaning around facility until 9:00am.

Commented [KM14]: Teton County and the Concessionaire agree that the west parking lot should be included as a part of this agreement, as it is used regularly by rodeo contestants and patrons. Teton County requests that the language be changed to parking areas in order to emphasize the Concessionaire's responsibility for cleaning the west lot (as well as the east and north parking areas) after rodeo events.

remedied within twenty-four (24) hours of the time of delivery of notice, the Administrative Authority shall have the right, but not the responsibility, of effecting the necessary clean up and all reasonable charges therefore shall be deducted from the security, maintenance and cleaning deposit. The balance of the deposit remaining on hand as of the thirtieth (30th) day of September of each year of this Agreement shall be applied against yearly charges still owing as of that date.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession property during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by that time and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

vi. CAMPING/STABLING

The Concessionaire shall not allow camping or stabling of animals during Rodeo Events, except by specific written approval of the Town through a Special Event Permit, and no person acting by, through or on behalf of the Concessionaire, shall have the authority to permit any person, individual or group of persons to utilize the Rodeo Grounds for the stabling of animals or for camping or for the overnight parking of campers, recreational vehicles and trailers. Stabling of animals shall be subject to a fee set by the Administrative Authority.

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be

Commented [KM15]: Rodeo concessionaire would like to request having use of the facility starting at 8:00am on rodeo days if Teton County does not clean the grounds/facilities prior.

Commented [KM16]: Teton County would recommend that the concessionaire does not get access to the arena or bring stock in until 2pm. We have users requesting use of the facility and would like to minimize the loss of public usage of this public facility.

recorded and the results made available to the Concessionaire, and to the Town upon request.

viii. FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within

fifteen (15) days after the damage has occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition, but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits lost by the Concessionaire due to the partial destruction of concession premises.

xiii. SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. The Administrative Authority will devise a system to be used by the Concessionaire which may include turnstiles and/or tickets and may or may not require a breakdown of different classes of attendees. Turnstiles will be supplied and kept in good repair by the Administrative Authority. It is the responsibility of the Concessionaire to assure all attendees are counted.

~~**d. STOCK AND SURCHARGES**~~

~~Stock charges and similar surcharges to participants shall be mutually agreed upon between the Administrative Authority and Concessionaire prior to the Rodeo Season commencing.~~

~~**e.d. PAYOUTS AND SLACK COMPETITION**~~

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the number of entries, number of places paid and percentage or purse split per place, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo events ~~shall~~ should include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing; Tie Down roping; Breakaway Roping; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding;

Formatted: Highlight

Commented [KM17]: Both parties agree that this should be removed from the contract

and an event for children in the audience to participate in. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events ~~as agreed upon in advance between the Administrative Authority and the Concessionaire.~~ Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding). Team ropers ~~will~~ may be allowed to enter ~~twice more than once, providing they change partners or change ends~~ at the discretion of the Concessionaire.

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 2:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f.e. FOOD AND BEVERAGE CONCESSION

i. Rodeo Events. The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The Concessionaire may sublet food service operations without the written consent of the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

ii. Exclusive Use of food and beverage facility. During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

iii. Non-Rodeo Events. By mutual agreement between the Administrative Authority and Concessionaire, the Administrative Authority may contract out the food and beverage concession for non-Rodeo events. The food and beverage concession may be allowed on the Rodeo Grounds in tents, trailers or other temporary structures properly licensed by the County Board of Health and approved by the Administrative Authority.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

Commented [KM18]: Both parties agree that this should read "The rodeo events "should" include, but not be limited to the following:

Commented [KM19]: Both parties agree that after events should be a period. The rest of the sentence should be taken out.

Commented [KM20]: Both parties agree that this should read "Team ropers may be allowed to enter more than once, at discretion of the concessionaire.

Commented [KM21]: Teton County would like to recommend that the rodeo concessionaire not be granted access to the heritage arena until 4:00pm and rodeo arena 2:00pm. We have users requesting to use the facility and believe that the current schedule overly limits public access to this public facility for three days each week.

Commented [KM22]: The Rodeo Concessionaire would like access to Rodeo arena premises at 8:00am.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g-f. LICENSES AND PERMITS

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h-g. PAYMENT OF BILLS

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i-h. TAXES

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j-i. LIABILITY INSURANCE

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to

both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k.j. COMPLIANCE WITH STATE AND LOCAL LAWS

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming shall be considered just cause for termination of this Agreement.

k. REFLECTION.

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

a. **Teton County Fair**. Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of the concession premises for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises. Notwithstanding such authorized use by the Fair Board, the Concessionaire shall be afforded the first opportunity to produce the Fair Rodeo, and shall be given the opportunity to provide stock for the Fair Rodeo at reasonable rates. In the event of the Fair Board and the Concessionaire are not able to agree upon reasonable charges, terms and conditions for use of the stock, the Fair Board shall then be free to contract for stock from another rodeo producer.

b. **Jackson Hole Non Profit Rodeo**. In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is

Commented [KM23]: Both parties would like to recommend a joint inspection to happen before Teton County Fair starts and the following week Teton County Fair is over. This will allow us to better address any damages incurred during fair.

impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the non profit Rodeo.

- c. **Non-Regular Rodeos.** Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. BREACH/BANKRUPTCY

- a. **Each Term Material.** Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

- b. **Bankruptcy.** The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. WAIVER OF BREACH

The waiver by the Town of any breach contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town shall not be deemed to be a waiver of any prior occurring breach by the Concessionaire of any term contained herein regardless of knowledge of the Town of such prior existing breach at the time of the acceptance of such concession fee payment.

11. RENEWAL/ EXTENSION OF AGREEMENT

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting

Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this Agreement.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

- a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.
- b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.
- c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.
- d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.
- e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.
- f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.
- g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:
1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
 2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
 3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.
- h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.
- i. **SOVEREIGN IMMUNITY.** The Town does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY**. The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this _____ day of _____, 2013.

TOWN OF JACKSON, WYOMING

Mark Barron
Mayor

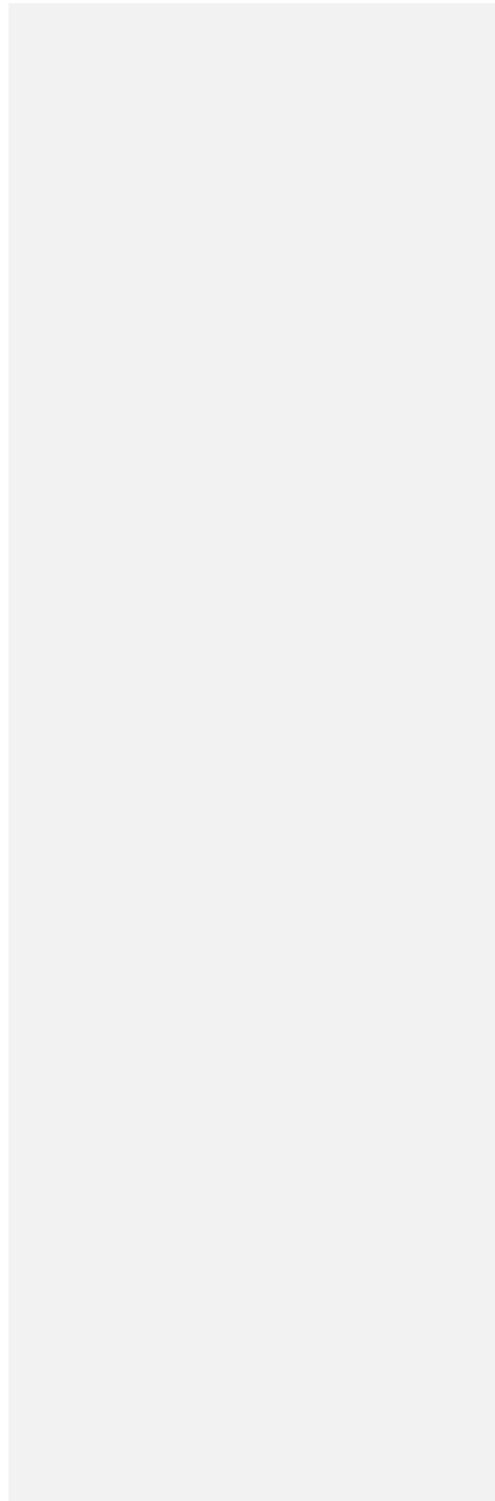
ATTEST:

Olivia Goodale
Town Clerk

CONCESSIONAIRE

_____, INC.

By: _____
Its: _____



A

Commented [KM24]: These ticket prices are incorrect

TOWN OF JACKSON WYOMING												
RODEO Concession AGREEMENT												
SCHEDULE OF GROSS RECEIPTS												
FOR RODEO EVENTS HELD DURING THE MONTH AND YEAR OF :												
	Fee Charged Per Item	DATE OF EVENT	MONTHLY TOTALS									
S P E C T A T O R	Adult	\$ 15.00										
	Children	\$ 10.00										
	Family	\$ 30.00										
		\$ 12.00										
	Reserved seating	\$ 5.00										
	Total Spectator Fees	\$ 20.00										
	Number of C Tickets Issued											
S I S	Beer Sales	\$ 6.00										
	Food & Non-Ale Beverage Sales											
	Merchandise Sales											
	Total Sales											
C O N T R	Competitor Entrance Fees	\$ 20.00										
	Ropers & Special Timing Equipment Charges	\$.20.0D										
	Sponsorship/Advertising											
	Total Other Fees											
	Total Event Gross Receipts											
	Less Competitor Entrance Fees											
	Amount Subject to Concession											

Exhibit C

Walk Through Checklist

Condition: 1-New/Good 2-Fair, 3-Poor, 4-Broken

AREA	CONDITION				COMMENTS
	1	2	3	4	
Arena					
Arena Fences and Gates					
Beer Booth					
Bleachers and Grandstands					
Bucking Chutes	1				
Catch Pen Fences and Gates	1				

Concession Stand -					
2 Coolers (Upright)					
4 Freezer					
4 Grill					
4 Ice Chest					
2 Refrigerators					
1 Stove					
5-4 Tables (Steel) (4 Lg. and 4 Sm.)					1
4 Tables (Wood)					
Crow's Nest	1	2	3	4	
Grandstand Bathrooms	1	2	3	4	
Grounds Perimeter Fences and Gates	1	2	3	4	
Heritage Arena	1	2	3	4	
Holding Pen Fences and Gates	1	2	3	4	
Holding Pens behind Crow's Nest	1	2	3	4	
Parking Lots	1	2	3	4	
Platform/Deck beneath Crow's Nest	1	2	3	4	
Roping Chutes	1	2	3	4	
Sound System Speakers	1	2	3	4	
Stripping Chute	1	2	3	4	
Ticket Booths	1	2	3	4	

Meter Reading- _____

Fair Board Rep Teton County: _____ Rodeo Rep: _____

Commented [AW25]: This could also read "Administrative Authority"

Roxanne DeVries Robinson

From: Alyssa Watkins <awatkins@tetonwyo.org>
Sent: Wednesday, October 12, 2016 4:51 PM
To: Roxanne DeVries Robinson
Cc: Bob McLaurin
Subject: FW: [business] 2017 Rodeo Schedule

Just fyi in case you didn't see this – not sure how much (or little) public comment this might inspire!

Thanks,
Alyssa

From: Jackson Hole Rodeo <jacksonholerodeo@gmail.com>
Reply-To: Jackson Hole Rodeo <jacksonholerodeo@gmail.com>
Date: Wednesday, October 12, 2016 at 10:40 AM
To: Business <business@list.jacksonholechamber.com>
Subject: [business] 2017 Rodeo Schedule

Howdy Folks,

We just finished up with a great summer and we hope you all had a great summer as well.

Its that time of year we are working on our summer 2017 schedule. Each fall we get together with the fair board and finalize our next years schedule, this process involves working out schedule conflicts and problems. One of the major conflicts has been with the World Series Team Roping which is proposed to be on the weekend of June 24th and 25th. The team roping event has grown to the point that there is some concerns that it is to the point that there may not be enough room for both the rodeo and the roping that weekend. The rodeo as you all know is held every Wednesday and Saturday and some Fridays during the summer, the City Council has the ability to take one of those Wednesdays or Saturdays away if they please.

We are planning 36 rodeos next summer including the date in question. I know what you are thinking whats one rodeo and why make a big deal out of one date. For many of us that live and work in Jackson it does not seem to be a big deal, but for those visitors to Jackson this may be the ONLY opportunity they have to experience the rodeo.

We work hard to ensure that everyone has the chance to experience the western way of life here in our great town. We feel that Wednesday and Saturday are deeply rooted in tradition here in Jackson as being Rodeo Nights, for over thirty years the rodeo has followed this schedule.

We also feel that the ropers who attend this event mostly come in self contained vehicles they camp and eat the majority of there meal at the fairgrounds spending little if any money supporting the merchants and hotels in the valley. This is not true of the 1500 folks who come to the rodeo on the date in question, almost all of them will eat, sleep, drink, and buy gas from business in the Jackson area.

Please help us keep tradition alive and make sure every visitor to Jackson has the opportunity to experience Jackson Hole and all it has to offer including the rodeo. The city council has scheduled a workshop Monday October 17 at 3:00 PM, we need your help, please express your support and let city council know which you prefer the roping or a rodeo.

Brandon Wilson
(307)413-1371

Philip Wilson
(307)413-2479

--- You are currently subscribed to business as: emily@livewaterproperties.com To unsubscribe send a blank email to leave-business-3042857L@list.jacksonholechamber.com

Sandy Birdyshaw

From: Kyndall Tibbitts <kyndallanderson@icloud.com>
Sent: Wednesday, October 12, 2016 1:24 PM
To: Town Council
Subject: Pro: World Series of team roping.

Good afternoon. Just wanted to take a moment and let you know that we hope the World Series of team roping will continue to be held in Jackson hole. As a family and speaking for hundreds of other friends and family, we spend all year waiting and planning for the World Series roping in Jackson.

Sent from my iPhone

Sandy Birdyshaw

From: kelsilashea8@gmail.com
Sent: Wednesday, October 12, 2016 1:28 PM
To: Town Council
Subject: World Series roping

This email is coming to you regarding the World Series roping that is held in Jackson annually. My family has traveled from Arizona every year to go to this roping. Many of our friends from several deferent states enjoy coming to Jackson hole to do what they love in the prettiest place on earth. It seems greedy and kind of selfish for the rodeo to be demanding that the World Series roping does not happen on the same day as one of their rodeos. They have 2-3 rodeos a week for 3 months of the year. This roping interferes with just one of those! Please consider keeping the World Series in Jackson hole .

Kelsi Rammell

Sandy Birdyshaw

From: Jodi Edwards <jodisrodeospa@icloud.com>
Sent: Wednesday, October 12, 2016 8:44 PM
To: Town Council
Subject: 2017 World Series of Team Roping

My name is Jodi Tafoya Edwards. I am writing to voice my vote for the World Series of Team Roping in 2017 and hope to see it stay in Jackson for many more years to come. In June of this past summer I had the opportunity to rope in my home town at the WSTR. I had s fantastic weekend of roping and won \$4,500! It's not everyday that I get to drive 10 miles away from home and rope for that kind of money in an awesome facility that we have here in Jackson. This team roping brings in so many people from all over the Western United States to not only compete, but to stay a few days longer and play tourist in our great town. Please consider keeping the WSTR in Jackson for the benefit of our towns economy and the sport of Team Roping. Thank you so much!

Jodi Tafoya Edwards

Sent from my iPhone

Sandy Birdyshaw

From: teamdb <teamdb@q.com>
Sent: Thursday, October 13, 2016 1:45 PM
To: Town Council
Subject: World Series Roping

Dear council members,

It has come to our attention that you may not have the roping next year. That would be too bad as ropers do shop at food and clothing stores and also eat out at your restaurants. Horse feed and supplies are another thing! Every year through word of mouth more ropers come and stay for a longer period. We were looking forward to the next one.....please continue to host this event.

Sincerely,
Darrel and Danna

Sent from my Verizon, Samsung Galaxy smartphone

Sandy Birdyshaw

From: shavauna.higgins@gmail.com
Sent: Thursday, October 13, 2016 8:00 PM
To: Town Council
Cc: higginshorses@gmail.com; Joe Burk Higgins; Shavauna Higgins
Subject: World Series of Team Roping in Jackson, WY - Upcoming Decision

To whom it may concern,

It has come to the attention of our family that a decision will be made at your upcoming town council meeting regarding the Saturday, June 24th rodeo and the World Series Team Roping (WSTR).

Earl and LaRae have attended the roping as competitors since inception of the event in Jackson. Last year JoeBurk attended and decided to return this year bringing his family. They flew from Texas to visit and for the roping. Once in town, they recognized that several of their friends had done the same. They all have plans to come again next year with more of their friends and families from Texas, Arizona, New Mexico, etc.

It is important that you know that monies won at the Jackson roping count toward the WSTR finale held in Las Vegas each year in December. The Jackson roping pays very well and draws the top competitors for that reason. There appears to be a misconception that all who attend the roping bring horse trailers with living quarters and never leave the arena site. Even those who stay onsite spend money in your town on food, fuel and some shopping - at the very least. Many of the competitors fly in, borrow horses to compete and bring their families for the amazing vacation and experiences Jackson provides. We urge you to consider the notable amount of money spent in your town during that time. Most who come for the roping stay approximately 4 days; however, many stay up to a week spending their money on lodging, dining, local activities, shopping, etc.

It is hard to even imagine that the one rodeo you are considering brings in even close to what the WSTR does for the town of Jackson.

We appreciate your consideration and the opportunity to submit this letter.

Kind Regards,

Earl Higgins,

LaRae Branham

Joe Burk Higgins

Gail Higgins

Shavauna Higgins

Family Directory

Earl Higgins	1910-1980
LaRae Branham	1915-1985
Joe Burk Higgins	1920-1990
Gail Higgins	1925-1995
Shavauna Higgins	1930-2000

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Page 2 of 2

Sandy Birdyshaw

From: RaeLee Coyle <raeleecoyle@yahoo.com>
Sent: Thursday, October 13, 2016 6:55 PM
To: Town Council
Subject: World Series

I was writing to let your know I come to the World Series we eat out and go shopping and look forward to this roping every year it is a great family time. I do stay in my trailer but love to go out and eat and love the shopping up there. Please keep it the way it is Finally, as you still try to promote Jackson as being the last of the old West, the caliber of competitors that come for this roping should be something exciting for the town I know I bring a lot of money to shop rope and eat out I look forward to this every year please find away to keep it thx

Sandy Birdyshaw

From: Landa Scheer <lguio@me.com>
Sent: Thursday, October 13, 2016 9:56 PM
To: Town Council
Subject: World Series Roping

Dear Town of Jackson,

My name is Landa Scheer. My husband Grant Scheer and myself are avid supporters of the JH rodeo. That being said we are saddened to see that the World Series Roping is in jeopardy for 2017. We look forward to this roping every year as do so many other WSTR competitors. We enjoy the beautiful scenery that Jackson provides and the hard working staff of the Jackson Hole Fairgrounds. During our stay at the 2016 World Series Roping we supported Smiths grocery store spending over \$100, Big R spending \$300, fuel and snacks at Maverick \$80+ The Bistro Restaurant, McDonalds and the on sight concession at the roping \$300. We along with countless friends who enjoy the roping and also spend comparable money in Jackson hole would hate to see this roping go.

Thank you. Respectfully
Landa & Grant Scheer

Sent from my iPhone

Sandy Birdyshaw

From: Dee MacDowell <deemacqh@gmail.com>
Sent: Thursday, October 13, 2016 12:59 PM
To: Town Council
Subject: Wstr

Hi I grew up in Jackson and now live in Arizona
I love coming there for the World Series Team Roping,
Its a great place to catch up with a lot of Friends and Family.
We always eat out and sometimes stay in a Hotel,
We take friends shopping and to see the sites.
It would be a great shame to discontinue this event.
It was great to have the Rodeo also to enter but Understand that the Parking is so Limited.
Of course the Idea situation is to have both if that is at all Possible.
Thanks Dee MacDowell

Sandy Birdyshaw

From: Bobwhites <ke6yqm@aol.com>
Sent: Thursday, October 13, 2016 2:04 PM
To: Town Council
Subject: June 24

Dear Jackson,
I'm voting for the World Series. Pumping up the coffers is important. The extra monies could go to the emergency fund.
Sincerely,
A Jacksonian at heart
Mary Pettitt, cousin of Nicole Halpin Uhl

Sandy Birdyshaw

From: Bobby Albertson <vicoreoffice@gmail.com>
Sent: Thursday, October 13, 2016 2:23 PM
To: Town Council
Subject: WSTR EVENT

I would just like to express my support for the WSTR having its event in Jackson. This event is an important event. Its central location for many competitors and that bring in ropers from all over. Please don't deny this event to be held in Jackson based on the rodeo's demands. We have attended this event for years and last year we could barely get into the parking lot there were so many people there. Why? Because the WSTR does an amazing job with the Jackson event.

The rodeo has many many nights to have their event. Give someone else a chance!! Please bring some diversity to this community. Why is it all about the rodeo? It's an entertainment rodeo, it's not a competitive event. It's just a tourist rodeo, it can happen any night of the week and the tourists will come. The Wilsons have an enormous opportunity all summer long and it wouldn't matter what night they had the rodeo they would still have tourists that pay to attend. That week set the rodeo for a different night!! Why can't they have the rodeo on a different night or is it about the revenue that they might lose or control over the fairgrounds? Allow something new to this community without the demands of the rodeo controlling the other events that want to use the fairground.

Please make this decision about the people that rope and support Jackson, not about the Wilson's possibly losing out on \$\$, they make plenty off the rodeo. Let someone else have an opportunity! Allowing this roping will only increase revenue for the town of Jackson. Jackson will still have all the tourist that weekend plus all the ropers buy hotel rooms, feeding their families, and enjoying Jackson.

Please consider giving someone else an opportunity to use the fairground without the rodeo controlling the arena's. It seems unfair that these decisions are based on what the rodeo wants, they can have the rodeo any night.....the tourist will come. Let the team roping have a shot!

Sincerely,

Teresa