

RACEWAY LEASE AGREEMENT

This lease, dated this ____ day of _____, 2021 by and between the Converse County Commissioners, a body corporate, hereinafter referred to as “Lessor” and Central Wyoming Motorsports, a Wyoming public non-profit corporation, having its principal place of business in Casper Wyoming, hereinafter referred to either as “Lessee” or “CWM”.

WITNESSTH

WHEREAS, Lessor owns and controls approximately 180 acres of land located on the South side of East Richards, in Douglas, Converse County, State of Wyoming, approximately 52 acres of such land which will hereinafter be referred to as “Raceway”; and

WHEREAS, the Lessor, pursuant to Wyoming Statutes§ 18-2-101 and 18-3-504, has authority to lease portions of the area, buildings or facilities of the Raceway to any private person or corporation, upon terms deemed satisfactory; and

WHEREAS, Lessee desires to lease a certain portion of the Raceway upon the terms and conditions as set forth in this Lease; and

WHEREAS, the parties desire to enter into a Lease to define their respective rights, duties, and liabilities relating to the demised premises.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the parties agree for themselves, their successors, legal representatives, and assigns as follows:

1. **Lease.** Lessor agrees to lease to Lessee, and Lessee agrees to let from Lessor, the premises of the Raceway, for the purpose of conducting in and on such premises drag racing, exhibitions, and contests of speed using street legal and non-street legal cars, for premiums, purses, and other awards made up from fees or otherwise, and to charge the public for admission thereto, and to use the premises for incidental activities inherently related to the racing contests.
2. **Term.** The term of this lease shall be for four months, June 1, 2021 through September 30, 2021. Lessee is to conduct the events one weekend per month, one for each of the four months subject to the terms and conditions set forth below.
3. **Obligations of Central Wyoming Motorsports.**
 - a. Central Wyoming Motorsports shall pay the County \$250.00 per racing weekend, payable within seven days of the completion of the weekend race. The total lease shall be in the amount of \$10,00.00. Should CWM choose to, or otherwise be forced to, cease racing operations prior to the expiration of the lease agreement, except as required by the County, no further funds will be due.
 - b. All race weekends are subject to an approved Special Event Permit from the City of Douglas.
4. **Short-Term Lease in Public Interest.** Lessor and Lessee agree and acknowledge that the term of this Lease is reasonably necessary for and is in the best interest of the parties hereto, as well as the citizens of Converse County because: (a) without this lease, Lessee would not be able to operate the raceway; (b) operation of the raceway provides economic benefits to Converse County; and (c) Converse County has no current plans for use of the land.
5. **Insurance.** Lessee shall, during the full term of this Lease, at the expense of Lessee, carry public liability insurance in an amount acceptable to the Lessor, said policy to provide a minimum \$1,000,000, per person, per accident, and for property damage, which policy should cover any accident or damage to the demised premises, and all other portions appurtenant thereto the premises being used by Lessee.
 - a. Lessee shall maintain fire insurance in an amount sufficient to replace the

structures on the premises during the term of this Lease.

- b. The Lessor shall be named as co-insured in the policies, and a copy of the policy or policies will be supplied to the Lessor indicating such coverage prior at the time this lease is executed along with proof of renewal of said policy or policies.
- c. Coverage in the above manner and proof of such is a condition of this lease.

6. Additional Requirements of Lessee.

- a. Must meet all coronavirus requirements established by the Governor and the County Health Officer in existence at the time of the race.
- b. Must meet all social distancing requirements established in a plan approved by Converse County Public Health.
- c. Must have a Special Event permit from the City of Douglas.
- d. September race must be coordinated with the Ted Siers Memorial Car Show, if possible.

7. Assignment. Lessee shall not assign its rights or duties under this Lease or sublease the premises or any part thereof without the prior written consent of Lessor.

8. Utility Cost. Lessee shall arrange for and bear the cost of all utility services furnished to the demised premises during the Lease term.

9. Use of Premises. Lessee shall not use the demised premises for any unlawful purpose. Lessee further agrees to use the premises of the Raceway only for the purpose of conducting drag racing, exhibitions, and contests of speed, for premiums, purses, and other awards made up from fees or otherwise, and to charge the public for admission thereto, and to not use the premises for incidental activities inherently related to the racing contests.

10. Alteration of Premises. Lessee may not make any material and substantial alterations or modifications to the premises without consent of Lessor. Any alteration or modification of the premises must be approved in writing by Lessor, but such approval shall not be unreasonably withheld if consistent with the use of premises set forth above and not otherwise harmful to the premises as they now exist. All approved and completed alterations or modifications shall become part of the demised premises and title thereto shall vest in Lessor. The alterations or modifications undertaken by Lessee, if any, shall be performed and completed in a workmanlike manner.

11. Condition of Premises. Lessee has examined the premises prior to the execution of this Lease and acknowledges that the premises are in satisfactory condition at the time of this Lease. Lessor has made no representations to Lessee relating to the condition of the premises except as are specifically provided in this Lease.

12. No Discrimination. Lessee covenants that no persons on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of the use of said facilities. Lessee covenants to obey all applicable rules of Converse County, the State of Wyoming, and all United States governmental regulations pursuant to or concerning the operation and construction of the racetrack.

13. Default. In the event of any breach of this lease agreement by lessee, lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises.

14. Indemnity. Lessee during the term hereof shall indemnify Lessor against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring within the demised premises and arising out of the use and occupancy of the demised premises by Lessee, excepting, however, such claims and demands, whether for injuries to persons, loss of life, or damage to property caused by acts or omissions of Lessor. Nothing contained in this section shall,

however, detract from Lessor's rights to protection under the public liability insurance policy to be paid for by Lessee as herein specified.

15. **Taxes.** Lessee understands and expressly agrees that it shall have the sole responsibility for the payment of any taxes and assessments which arise by virtue of the occupancy and use of the premises and improvements during the term of this Lease.
16. **Right of Access.** Lessee shall have at all times, and this Lease shall grant, the full and free right of ingress to and egress from the premises and facilities referred to in this Lease across other hands owned by Lessor for Lessee, its employees, customers, passengers, guests, and other invitees. This right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. Lessor, its agents or representatives, may enter into and upon the demised premises at all reasonable times.
17. **Abandonment of Premises.** Lessee shall not vacate or abandon the premises at any time during the term of the lease agreement. Further, this lease shall terminate upon the failure of Lessee to conduct racing events or in any way indicate that racing events will not be held during the term of the lease.
18. **Invalid Provisions.** Any covenant, condition, or provision of this Lease that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this Lease so long as the deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid covenants , conditions, or provisions of this Lease.
19. **Modification of Lease.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if in writing signed by each party or an authorized representative of each party.

LESSOR:

**CONVERSE COUNTY BOARD OF
COMMISSIONERS**

ATTEST:

James H. Willox, Chairman

Karen Rimmer, County Clerk

LESSEE:

CENTRAL WYOMING MOTORSPORTS

By: Balor Zigmont