

Gila County, AZ  
Linda Haught Ortega, Recorder  
06/13/2005  
11:21AM  
Doc Code: L

Doc Id: 2005-010251  
Receipt #: 34561  
Rec Fee: 0.00

GILA CO BOS

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors



Gila County, AZ

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2005-010251

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06/13/2005 11:21A  
0.00



## CAPTION HEADING:

Lease Use Agreement  
Between Gila County and Pine-Strawberry Horseman's Association  
5/24/05

DO NOT REMOVE

This is part of the official document



LEASE USE AGREEMENT

GILA COUNTY, through the GILA COUNTY BOARD OF SUPERVISORS, hereinafter referred to as the "LESSOR," hereby leases property to the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION, an Arizona Non-Profit Corporation, hereinafter referred to as the "LESSEE." As used herein, the term Lessee shall also include all of Lessee's employees, agents, assigns or successors or anyone claiming under them or acting on their behalf.

Lessor, for and in consideration of the covenants and agreements of Lessee contained herein does hereby lease to Lessee and the Lessee leases from the Lessor the following described property: the portion of the Pine County Yard described in the map attached hereto and incorporated herein as Addendum A.

ARTICLE ONE

1. (a) Term of Lease. The term of this lease shall be for a period of five (5) years, beginning on the 24th day of May, 2005 and ending on the 23rd day of May, 2010, unless sooner terminated as hereinafter provided.

(b) Extension of Lease. This lease may be extended for a similar period at similar terms should all terms and conditions be faithfully met.

(c) Cancellation of Lease. This lease agreement is subject to the cancellation provisions of A.R.S. §38-511.

ARTICLE TWO

2. RENT:



This Lease is made for and in consideration of Lessee's maintenance of a permanent horse arena and for the further agreement that the said arena shall be used for horse shows and livestock events and such other uses as may be approved by the GILA COUNTY BOARD OF SUPERVISORS with thirty (30) day notification to the Lessor of said event.

### ARTICLE THREE

#### 3. AS FURTHER CONSIDERATION OF THIS LEASE, THE LESSEE AGREES

##### AND BINDS ITSELF:

- a. To indemnify and save harmless Lessor and its agents, employees, officers and directors from and at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs of whatsoever kind or nature which in any way relate to or arise out of this agreement.
- b. To maintain the property in good condition suitable for horse and livestock events; to make at its own expense all repairs of any kind, whether ordinary or extraordinary; it being understood, however, that any structural alterations shall be subject to approval of the Lessor.
- c. To maintain liability insurance and property insurance in a minimum of two million dollars (\$2,000,000.00) for liability insurance and two million dollars (\$2,000,000.00) for property insurance, with GILA COUNTY as an additional insured on such policies. Lessee shall deliver to Lessor a certificate evidencing such insurance before the lease term commences.
- d. To minimize dust emission at all times during an event by constantly dampening those areas of the leased premises that emit dust.
- e. To cause the Lessee's operations to be operated by competent persons only. Lessee will use the site only for its permitted purposes and will not install upon, operate upon, use, maintain the site improperly, carelessly or in



violation of any applicable law, ordinance, regulation or in any manner contrary to the nature of the permitted use.

f. To obtain at its expense all registration, permits, licenses required for the operation of the permitted uses and to pay and discharge all other operating expenses.

g. To keep the site at all times in a clean, neat and sanitary condition and not let refuse collect thereon. Lessee shall constantly keep the leased premises free from manure in order to minimize as much as possible the presence of a public nuisance or unsanitary conditions that result in a potential instrument or medium for the transmission of disease. Lessee shall maintain the site to that no condition exists thereon which presents a danger to persons or property. Lessee shall not do or permit anything to be done on or about the site, or bring anything on the site that will in any way increase the risk of danger to person or property.

h. To make the site available for 4-H meetings and for use by 4-H members without charge.

i. To make the site available for horse related use to others at the following rates: children 16 and under \$5.00 per year; individuals 17 and up \$15.00 per year; and families \$20.00 per year.

j. To make the site available for use by other non-profit organizations for uses not inconsistent with maintaining the site as a horse arena sufficient for horse and livestock events without cost provided such non-profit organizations maintain liability coverage for the property which is the same as the liability coverage Lessee is required to maintain in this agreement.

**ARTICLE FOUR**

**4. USE OF PREMISES:**

The premises herein leased shall be used exclusively for the legitimate organizational purposes of the Lessee and the Lessee is obligated to not use the same for any purpose that is unlawful or tends to injure or depreciate the property. Lessee's



organizational purposes and uses of the property shall not discriminate against an individual or group in violation of state or federal law on the basis of race, color, religion, sex, age, national origin, disability, or Vietnam or disabled veteran status. The leased premises, and every part thereof, are accepted by the Lessee in their present condition.

All such alterations, erections and improvements to the leased premises shall become the property of the Lessor and shall remain upon and be surrendered with said premises as a part thereof at the end of the term or the renewal term, as the case may be, unless the Lessor shall determine otherwise and notify the Lessee of this determination in writing.

In the event that the Lessor shall elect otherwise, then such alterations, erections, or improvements made by the Lessee upon the leased premises shall be removed by the Lessee and the Lessee shall restore the premises to their original conditions at their own cost and expense prior to the expiration of the term.

Any mechanics' or materialmens' lien filed against the leased premises or any structure upon the leased premises for work claimed to have been done or for materials claimed to have been furnished to the Lessee shall be discharged within ten (10) days thereafter at Lessee's expense.

**ARTICLE FIVE**

**5. PROPERTY—LOSS—REIMBURSEMENT:**

Lessor or its agent shall not be liable for any damage to the property of Lessee or of others entrusted to the Lessee, nor for the loss of or damage to any property of Lessee by theft or otherwise. Lessor or its agent shall not be liable for any injury or damage to persons or property resulting from any cause of whatsoever.



**ARTICLE SIX**

**6. SURRENDER OF PREMISES:**

At the expiration of this Lease, or its renewal, or its termination for other causes, Lessee is obligated to immediately surrender possession of the leased premises. Should Lessee fail to surrender possession and should this matter proceed to Court, the parties agree that the prevailing party shall be paid all attorneys' fees and costs incurred in bringing the action. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration of this Lease, this shall not be construed as a renewal of the Lease term, but the Lessee shall be liable for the reasonable rental value of the property for the period beyond which they remain.

**ARTICLE SEVEN**

**7. MISCELLANEOUS:**

All notices required to be given under the terms of this Lease shall be in writing and by certified mail, addressed to Lessee at the leased premises or to the Lessor at the address appearing in this Lease and such mailing shall constitute full proof of and compliance with the requirement of notice.

In the event any covenant, condition, or provision contained herein is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition or provision contained herein.



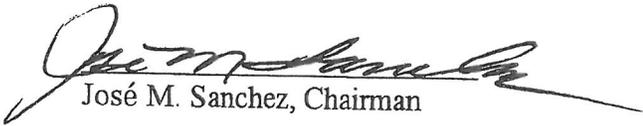
ARTICLE EIGHT

8. SIGNATURES

IN WITNESS WHEREOF, Gila County, through the GILA COUNTY BOARD OF SUPERVISORS and the PINE-STRAWBERRY HORSEMAN'S ASSOCIATION hereby execute this agreement dated this 24<sup>th</sup> day of May 2005.

BOARD OF SUPERVISORS

LESSEE

  
José M. Sanchez, Chairman

  
Lynn Gardner, President  
Pine-Strawberry Horseman's  
Association

APPROVED AS TO FORM

ATTEST

  
Daisy Flores, County Attorney

  
Steve Besich, Clerk of the Board

