

METRAPARK

P.O. Box 2514 Billings, Mt. 59103
(406) 256-2400 (406) 256-2479 fax
Fed. Ex./U.P.S 308 6th Ave. N.

____ Manager
____ Concession
____ Operations
____ Box Office

____ Comptroller
____ Event Coord
____ Marketing

NAME OF EVENT: _____

DATE (S) OF EVENT: _____

TIMES OF EVENT: _____

COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____
CITY/ST/ZIP: _____

PHONE: _____
CELL PHONE: _____
EMAIL: _____
FAX: _____

PREMISES COVERED IN THIS LEASE: _____

SET UP DATES & TIMES: _____ TEAR DOWN DATES & TIMES: _____

SETTLEMENT DATE & TIME: _____

LEASE AGREEMENT made this _____ day of _____, 2008, between METRAPARK, 308 6th Ave. North, Billings, MT. 59101, hereinafter designated "LESSOR" and _____, hereinafter designated "LESSEE".

NOTE: This Lease Agreement is VOID if not fully executed by _____.

ADDITIONAL INSTRUCTIONS, INFORMATION OR AGREEMENTS AFFECTING THIS CONTRACT (SEE PAGE 4 #26)

(1) PREMISES - In consideration of the mutual performance of the agreements herein and payment of the specified rental, Lessor lets unto Lessee and Lessee acquires from Lessor, for the period stated above, the right to occupy and use the PREMISES listed above less listed exceptions.

(2) RENTAL & PAYMENT INFORMATION:

____ Base Rent
____ Set-Up/Tear Down Rent:
____ Box Office Service (pg. 3 #14)
____ Credit Card Fee (pg. 4 #16)

see #12 MetraPark Improvement Fee (p.2 #12)(to be included in published ticket price for events sold at box office)

____ User Services: (p.3 #14): See paragraph #14 for additional Fees.

____ Minimum Facility Cleaning (additional cleaning charges may apply)

____ Insurance (p.2 #6): Provide a **copy of said policy of insurance, including a certificate or rider** or contact MetraPark for rates.

____ Other

____ Other

____ 1st Deposit: due at signing of contract

____ 2nd Deposit: Due on or before _____.

____ Total Deposit: All deposits are non-refundable. Deposits must be paid and lease agreement executed by authorized MetraPark agent, before event is confirmed and may proceed with advertising and ticket sales.

Some User Services and catering may be charged on another invoice. Final counts for catered meals are due at least 48 hours in advance of event and will be billed accordingly.

PAGE 2 OF 4

(3) CANCELLATION - It is agreed by both Lessee and Lessor this agreement shall not be cancelled without good and reasonable cause. In the event the premises leased hereunder or any portion thereof are not available for occupancy upon commencement or during the term of this lease due to fire, casualty, acts of God, strikes, national emergency or other cause beyond the control of Lessor, this lease and the obligations of Lessor and Lessee hereunder shall terminate, and Lessee hereby waives any claim against Lessor, their employees and agents for damages by reason of such termination; provided that any unearned portion of the rent due hereunder shall abate or, if previously paid, shall be promptly refunded by Lessor to Lessee. In the event of a concert cancellation, MetraPark will assess the promoter 3% of the ticket sale gross to cover the refund costs. This will be in addition to the 3% box office fee. Any written notices required or permitted under or related to this contract shall be sufficiently made or given if delivered personally or mailed by certified mail, return receipt requested to the appropriate recipient at their address specified in this contract; provided that either party may change their respective address by giving the other party written notice of such change. Any such notice shall be deemed to have been made or given by the date of personal delivery or a date two (2) days after mailing.

(4) ASSIGNMENT - Lessee shall not: (a) assign this lease, (b) sublet any part of the premises without the written consent of Lessor (this DOES NOT apply to Lessee's exhibitors), (c) allow any use of the premises other than herein specified, (d) allow anything to be brought onto the premises or permit any act which will endanger persons or property on the Premises. The Lessee herein is an independent contractor and not the agent or employee of the Lessor.

(5) TERMINATION - It is agreed that if default be made in payment or rent or in any obligation by Lessee in this agreement, it shall be lawful, without notice, to declare the terms of this agreement ended, and to re-enter and take possession of the premises.

(6) INSURANCE - Lessee agrees to carry Public Liability Insurance for bodily injury and property damage in an amount of not less than \$750,000.00 for each occurrence and \$1,500,000.00 in the aggregate. The Lessee shall furnish to the Lessor a copy of said policy of insurance, including a certificate or rider naming METRAPARK and YELLOWSTONE COUNTY as additional insured. The Lessee shall furnish such certificate to the Lessor 30 days prior to the event. Except to the extent as to those injuries or claims arising out of structural defects of any of the leased buildings or condition of sidewalks or parking lots, the Lessee agrees to provide a defense for METRAPARK and YELLOWSTONE COUNTY for any damage to any person or property caused by act, omission, or neglect of Lessee and to hold METRAPARK and YELLOWSTONE COUNTY harmless from any liability, cost or expense in connection with or growing out of any claim whatsoever for injury, loss or damage to person at activities in or upon the leased premises, its facilities and appurtenances. The giving of this waiver being one of the considerations upon which this contract is granted.

(7) LESSOR ACCESS - Lessee agrees that authorized agents of the Lessor shall at all times, without interruption, have free access to the leased premises. This right of inspection, however, does not create a specific duty by MetraPark to conduct such inspection. Furthermore, inspections performed by MetraPark and any change orders or recommendations resulting there from are not to be interpreted as a warranty for fitness or safety by virtue of MetraPark's inspection.

(8) LAWS, POLICIES, REGULATIONS - Lessee agrees to comply with all federal, state, and local laws, and MetraPark rules and policies during the term of the lease, and to pay all taxes imposed by law in connection with its use and occupancy thereof. Any provisions of this contract prohibited by law or declared invalid by a court of law shall be invalid and void as to the extent such provision is prohibited by law without invalidating the remaining provisions of this contract. Pertinent policies are incorporated and are made a part of this lease as if fully set out herein. The laws of the State of Montana shall govern this contract. In the event of litigation concerning this contract, venue for such litigation shall be in the Thirteenth Judicial District, Yellowstone County, Montana.

(9) FOOD, DRINK, SIGNAGE & OTHER ADVERTISING - Lessee agrees to comply with current policies regarding food, drink, signage and other advertising. Lessee understands that if Lessee does not hire a licensed caterer to prepare and serve food for the event, Lessee will not prepare food for the event. And instead, Lessee agrees to use only pre-prepared consumable food items from a licensed commissary or kitchen that possesses a catering endorsement. Furthermore, Lessee accepts full responsibility and agrees to hold MetraPark, its agents, employees, and/or representatives harmless and free from any/all loss or liability arising from incidents relating to the handling, serving, and consumption of all food items brought into the MetraPark by Lessee for this event. Any exception to these policies must be in writing and signed by the General Manager of MetraPark. Sufficient space must be allowed to access all MetraPark concession stands. The Breakfast Exchange Club has the exclusive right to serve all alcoholic beverages including beer, wine, and liquor in all venues except the Grandstand and Turf Club which are contracted to the Billings Exchange Club. Lessee shall provide two weeks notice for these services and shall adhere to the Montana Liquor Control Commission regulations and Lessor's responsible alcohol policy. Lessee agrees that no advertising or other matter shall be placed or posted or distributed in or about said described facilities or announced or publicized over any loud speaker system without first having obtained the written permission of MetraPark's General Manager. Lessee agrees to abide by all applicable provisions of exclusive sale, signage, and advertising contracts Lessor may have with third parties. Lessee will not cover, block or remove any existing signage placed by Lessor. Lessee will not allow the sale or distribution of any food or beverage items by any parties other than Lessor.

(10) FIRE & PYROTECHNICS - Lessee is responsible for payment of Fire Marshall if required due to pyrotechnics. Lessee agrees it will not stage any act or performance if fire or flame is involved without the prior approval of the Fire Prevention Bureau of Yellowstone County. Lessee further agrees that it will not use any decorative materials including combustible materials in or about the described facilities without first securing the prior inspection and approval of the Fire Prevention Bureau of Yellowstone County.

(11) SECURITY, FIRST AID & OTHER PERSONNEL - Lessor reserves the right to establish the minimum number of security, first aid, and other personnel to handle and protect persons and property at the MetraPark facility during the term of this lease. All personnel including, but not limited to, parking lot attendants, ticket sellers, ticket takers, ushers, door guards, and sound technicians used at the event shall be the employees of the Lessor, but shall be compensated for rendered services at the event by the Lessee at the rate(s) established by the Lessor. The number of employees needed for any event shall be determined by a discussion between both parties. The General Manager of MetraPark shall decide differences of opinion with his decision binding on the Lessee. Lessee

shall remove from service upon the request of Lessor, any personnel not adhering to the rules and regulations relating to their conduct. Persons furnished by Lessee for these purposes shall be deemed agents of Lessee and not of Lessor; and Lessee will indemnify and hold Lessor harmless from all loss, liability and expense arising out of all acts or omissions of such persons.

(12) IMPROVEMENT FEE - Ticketed events in any MetraPark facility shall be charged an improvement fee. Less than \$10: \$1.25; \$10-\$39: \$2.00; \$40-\$99-\$3.00; \$100+\$4.00. Complimentary tickets up to one hundred (100) will not be assessed. Non-ticketed events shall be charged 20% of rental rate.

(13) ALTERATIONS - No alterations, additions or improvements shall be made by Lessee except with the written consent of Lessor. No holes shall be bored, cut or otherwise made, nor shall any nails, screws, bolts or fastenings be driven in the floors, walls, ceilings, columns or any other part of the buildings.

PAGE 3 OF 4

(14) USER SERVICES - Lessee shall pay for all "User Services" ordered from or by the Lessor. All orders for such services must be placed through a designated person assigned to that position by the Lessee. Where applicable, twenty percent (20%) will be added to labor costs for payroll taxes. Unless otherwise stated in this contract, the parties agree on the following additional user services charges. Services under contract to an outside provider are subject to change without notice. Current rates as of July 1, 2008. Rates subject to periodic change.

Ticketed events box office fee: 3% vs \$700,
whichever is greater

Ambulance Service: \$85/hour per crew

Arena / Grandstands Cleaning: \$1,250 minimum per performance

Arena Dirt Events Cleaning: \$2,500 minimum per event

Montana Pavilion Cleaning: Big Bay \$300
Small Bay \$200
Entire Building \$400

Expo Center Cleaning: Big Bay \$500
Small Bay \$200
Entire Building \$600

Expo Center or Pavilion Dirt Events Cleaning: \$1,000 minimum per event

House Electrician: \$35/hour

Forklift & Operator: \$50/hour

Concert Forklift: \$200/Day

PBX Operator: \$12.21/hour

Runner: \$150/day (vehicle is additional chg.)

Security Director: \$18.15/hour

Uniformed Security: \$20.20/hour

T-Shirt Security: \$16.10/hour (Supervisor: \$16.80/hour)

Stage Hands: \$20.50 (3 hr min)

Steward or Riggers: \$31.00 (4 hr. min)

Parking Attendant: \$15.85/hour

Ushers: \$15.00/hour (Supervisor: \$16.80/hour)

Ticket Takers: \$15.00/hour

Ticket Sellers: \$15.00/hour

Building Maintenance labor: \$25/hour

Spotlights: \$100/per performance

Spotlight Operator: \$17.20/hour (3 hr. min.)

Tables & Risers each \$ 6.50

Skirted (or) topped table each \$13.00

Skirted & topped table each \$21.00

10' X 10' Draped Booth w/ table
skirted & topped plus
2 chairs each \$52.00

7' Pipe & Drape \$1.75/linear foot

3' Pipe & Drape \$1.00/linear foot

(Outside sources will have a 20% up charge)

Chairs: \$.50 each

No overnight parking of trailers in the lower lot. Towing will be enforced at owner's expense.

Dirt: ask for quote

Coke umbrella table w/ 4 chairs: \$15

Small bleachers \$10, Large bleachers \$50

Roll Tickets: \$50 per roll

Computer Ticket Printing: \$.09/ticket

Bunting: \$75/roll

Towel Rental: \$2.50 ea /Replacement \$7.50 ea

Telephone: \$75.00 per hookup

Telephone: \$125 per new line hookup

Wireless Internet: \$125 per hookup

Barn Stalls: \$10 per day (includes final cleaning)

Concrete Jersey Rail: \$25 each

Barricade: \$500

Stage: \$500

RV Hook-ups: \$20/day

Trade Show Electric: 110v/\$30 per hook up
220v/\$50 per hook up

Portable P.A. Sound System: \$100

Sound technician: \$50/hr.

Park Bench: \$10 each

No commercial booths, displays or vehicles of any kind will be permitted beyond the drip line of any building. Arrangements can be made in advance to rent outside space in the Carnival lot. Measurements will be taken after the show is set up and the promoter will be charged \$.10 per square foot for the gross area utilized. The outer perimeter of the overall area utilized will be the measurement taken to calculate the square footage used.

(15) VENDORS - Within the rented premises Lessor will not permit the sale of commercial space to any vendor other than those who have purchased space from the Lessee. The only exceptions are: (a) Those vendors (or products) covered under yearly contract such as Coca Cola and MetraPark Catering and Concession; (b) Lessor reserves the right to sell MetraPark souvenirs at concerts and certain other shows. The Lessee shall pay the Lessor a percentage of 35% of gross for the sale of T-shirts, tapes, C.D.'s, programs, novelties and other souvenirs during concerts, rodeos, and certain other shows. The Lessor shall provide all labor to sell the products. The Lessee shall not sell or cause to be sold any such products in or about the described facilities except on terms and conditions established or agreed to by the Lessor.

PAGE 4 of 4

(16) TICKETS & CREDIT CARDS - Lessee agrees that they will not distribute in any manner or permit to be distributed in any manner tickets in excess of seating capacity, or admit a larger number of persons than can safely and freely move about in the space contracted for, and the decision of MetraPark's General Manager in this respect shall be final. Lessor shall receive from Lessee eighty-six (86) complimentary tickets to the event(s) situated in a suitable and reasonable location. Lessee will be assessed three percent (3%) bank service fee for all types of credit card and bank card transactions.

(17) FESTIVAL SEATING - MetraPark policy prohibits festival seating (standing space, no seat provided) for concerts. Lessee or Lessee's representatives are prohibited from inviting the audience to move to the front of the stage. Should this occur, the house lights will be turned on and the power to the stage turned off.

(18) TELEVISED or BROADCAST EVENTS - Lessee shall not televise or broadcast Lessee's event without MetraPark's General Manager's written approval. If Lessee desires to televise or broadcast its event(s), Lessee agrees to pay MetraPark an additional fee equal to \$500.00 or 10 percent of the consideration received by the Lessee, whichever is greater, and in addition thereto to pay all cost in connection with televising or broadcasting of the event.

(19) OTHER EVENTS - Lessee understands and agrees that during the term of this contract other events may be held in other parts of the described facilities or in other nearby facilities not included in this agreement, and Lessee shall so conduct its activities so as not to interfere with such other events.

(20) COPYRIGHTED MATERIAL - Lessee and its representatives warrants that all copyrighted material to be performed at above described event has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify and hold MetraPark harmless from any and all claims, losses, or expenses incurred with regard thereto. The Lessee shall furnish to the Lessor a copy of said License 30 days prior to the event.

(21) OUTSIDE COMMERCIAL SPACE - Unless otherwise stated in this contract, a lease requiring commercial space on the outside of the rented facility, shall include only that space adjacent to the building out to the outer edge or drip line of the roof. Grass areas for commercial space are not included in any building contract unless specifically stated. Damage to grass, walkways or landscaping shall be the responsibility of the Lessee and repair shall be billed on the basis of time, material and labor needed for repair.

(22) DAMAGE DEPOSIT - Equal to a minimum of one day base rent. This damage deposit will be returned to Lessee within 48 hours of the close of event(s) or by a time limit mutually agreed upon, less any damage cost done to the building(s) as a result of the event(s). Damage will be charged at replacement cost plus labor.

(23) ARENA SOUND - A MetraPark sound technician, or a person approved by MetraPark management who is a qualified technician, is required for operation of any MetraPark owned sound board during rehearsals and/or events in the arena (for rates see 'Sound Technician' under User Services). Absolutely no adjustments shall be made to the amps, balance, or main board in the sound room. MetraPark reserves the right to require an event to use the Metra sound board, FM wireless system or other systems if in management's opinion, the MetraPark system is superior.

(24) ON GROUNDS CAMPING - MetraPark shall be responsible for all camper fee collection. 'Camping Permit' window cards with a carbon copy will be available. Promoter will be informed of non-permitted RV's.

(25) PARKING LOTS - Exclusive control of all parking is reserved expressly to the Lessor. Parking lots and/or areas used for Trade Shows or Commercial space shall be negotiated depending on the area needed, power needs, etc. NO overnight parking will be permitted. All towing will be at the owner's expense.

(26) ADDITIONAL INSTRUCTIONS, INFORMATION OR AGREEMENTS AFFECTING THIS CONTRACT:

Time shall be of the essence regarding this lessee agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without prior written agreement. All additional time shall be paid for according to the schedule of fees as established from time to time by MetraPark.

This contract constitutes the entire agreement between the parties, and no statement, promises, or inducements made by either party or their respective representatives that are not contained in this contract shall be valid or binding. This contract shall not be modified except by written documents signed by both parties to this contract.

NOTE: MetraPark is a county owned public facility. The public is entitled to see a copy of our signed contracts. Original documents

cannot be removed from the MetraPark office.

IN WITNESS WHEREOF, the parties have agreed to these terms on the dates indicated below.

LESSOR (METRAPARK)

LESSEE

TITLE

TITLE

DATE

DATE

SAMPLE