

**BROADWATER RODEO AND FAIR ASSOCIATION, INC.  
2024 RODEO AND FAIRGROUNDS LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the BROADWATER RODEO AND FAIR ASSOCIATION, INC., a Corporation, hereinafter referred to as “Rodeo Association,” with principal place of business at 189 U.S. HWY 12 E, Townsend, MT 59644, and the COUNTY OF BROADWATER, a political subdivision of the State of Montana with principal place of business at 515 Broadway, Townsend, MT 59644, hereinafter referred to as “County”:

**WITNESSETH:**

**I. LEASE OF PREMISES**

The County, for and in consideration of the rents and covenants hereinafter mentioned, leases to the Rodeo Association that certain real property and improvements known as the “Rodeo and Fairgrounds” situated in the County of Broadwater, State of Montana, to wit:

Legal Description- Tract 2A

A TRACT OF LAND SITUATED IN THE NORTHEAST ¼ SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 EAST, P.M.M., BROADWATER COUNTY, MONTANA AND BEING PART OF THE LAND DESCRIBED IN DEED BOOK 59, PAGE 141, BROADWATER COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 EAST, P.M.; THENCE SOUTH 87° 49’31” EAST 493.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87° 49’31” EAST CONTINUING ALONG THE SECTION LINE BETWEEN SECTIONS 28 AND 33 658.72 FEET TO THE NORTHEASTERLY CORNER OF THE LAND DESCRIBED IN DEED BOOK 59, PAGE 141; THENCE SOUTH 01°12’47” WEST 1441.36 FEET TO THE NORTH RIGHT OF WAY OF US HIGHWAY 12; THENCE NORTH 86° 00’16” WEST ALONG THE NORTH RIGHT OF WAY OF US HIGHWAY 12 698.77 FEET; THENCE NORTH 01° 27’36” EAST 921.27 FEET; THENCE NORTH 89° 08’ 24” EAST 40.68 FEET; THENCE NORTH 00° 51’36” WEST 141.21 FEET; THENCE NORTH 01° 10’49” EAST 354.64 FEET TO THE POINT OF BEGINNING, CONTAINING 22.416 ACRES OF LAND.

THE ABOVE-DESCRIBED TRACT 2A CONTAINS 22.416 ACRES AND IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS OF RECORD PER SURVEY 2009. (See attached Exhibit "A").

## **II. ACKNOWLEDGEMENT OF OWNERSHIP**

It is hereby acknowledged by the parties hereto that the Rodeo Association has all rights, title, and interest in and to the improvements or fixtures described in Exhibit "B" attached hereto. Upon termination of the Agreement, the Rodeo Association shall have a period of twelve (12) months in which to remove the said improvements (See Exhibit "B") and any additional improvements, as agreed by the parties in writing.

## **III. USE OF PREMISES**

Subject to the provisions of paragraph "VI", it is understood and agreed between the parties that the Rodeo Association shall have preferential rights to utilize all of the property listed in Exhibit "A" and the use of that certain pasture land contained within the property described in paragraph "I" of this Agreement during the term of the Agreement up to and including the dates of each year on which the annual rodeos are held. The parties will confer with one another prior to the approval of additional scheduling activities that impact properties owned by the other party.

Subject to the provisions of paragraph "VI", it is further understood and agreed that the Rodeo Association shall have exclusive rights to the use of the property included in Exhibit "B" during the term of this Agreement.

## **IV. RENT**

For its use of the property each year, the Rodeo Association shall pay an annual rent of FIVE HUNDRED DOLLARS (\$500.00), paid to the County for the sole benefit of the Broadwater County Fair Board.

**V. TERM**

The term of this Agreement is for five (5) years. The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2024, and end on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_. Upon the expiration of the Agreement, the Rodeo Association shall have the right of first refusal for the continued use of this property as long as the parties are negotiating in good faith. If this right of first refusal for the continued use of the property is exercised, a new Agreement shall be executed.

**VI. DECLARATION OF EMERGENCY**

It is hereby acknowledged by the parties that the Rodeo and Fairgrounds are a Broadwater County emergency facility and used as an incident command center. The County makes the determination to utilize the Rodeo and Fairgrounds as an emergency facility or incident command center. The County will invite a Rodeo Association representative when the County is considering making the determination to utilize the Rodeo and Fairgrounds as an emergency facility or incident command center.

Should a Federal, State, or County emergency requiring the use of the Rodeo and Fairgrounds be declared, the Rodeo Association will relinquish the facility to such entity requiring its use. In the event such an emergency use is required, every reasonable effort will be made to inform all parties as soon as possible. A Rodeo Association representative will be invited to all negotiations for rent and use of the Rodeo and Fairgrounds during the emergency. All expenses for damage to the grounds or structures incurred at the Rodeo and Fairgrounds, and not listed in Exhibit "B", will be paid to the County by the party requiring the use thereof. All expenses for damage to the grounds or structures listed in Exhibit "B" incurred at the Rodeo and Fairgrounds will be paid to the Rodeo Association by the party requiring the use thereof. This includes but is not limited to, wear and tear of the grounds, structures, and electric and water bills.

If there is a scheduled event at the time of the emergency that needs to be canceled or curtailed, adjustments may be made to cover lost income. Adjustments will be determined by consulting between all parties involved.

**VII. KEYS**

The Rodeo Association will make a set of rental keys available to be signed out to third parties needing access to the Rodeo and Fairgrounds. The set of keys available for sign out will be located at the Broadwater County Sheriff’s Office. Lost keys are to be reported to the Rodeo Association and replaced as an expense of the organization responsible. If the locks need to be replaced, the expense will be paid by the parties responsible for the replacement.

Additional key sets will be provided to Broadwater County Fair Manager (three (3) sets), MSU Broadwater County Extension Agent, and Broadwater County Maintenance Department.

**VIII. SCHEDULING**

Scheduling events for the Rodeo and Fairgrounds (excluding the scheduling for the 4-H building and 4-H pavilion during the term of the Agreement will be the responsibility of the Rodeo Association.

It is hereby acknowledged by the parties that the below-mentioned events occur/are likely to occur annually and will require use of Rodeo and Fairgrounds facilities and that the Rodeo Association, the Broadwater County Fair Board, and MSU Broadwater County Extension will coordinate to make available the necessary facilities to conduct the annual Townsend Rodeo and Broadwater Western Days, Broadwater County Fair, livestock show and sale, and 4-H events.

It is hereby further acknowledged that all events being held at the Rodeo and Fairgrounds will be posted on the Townsend Fairgrounds webpage in a timely manner to ensure availability and continuity.

**IX. RIGHT OF FIRST REFUSAL**

During the term of this Agreement, if the County should ever offer the above-described real property for sale, it is agreed that the Rodeo Association shall have the Right of First Refusal, for a period not to exceed twelve (12) months from the date of offering the property for sale, to meet the highest and best bona fide bid made by any third party.

**X. ASSIGNMENT**

It is agreed that the Rodeo Association may not assign this Agreement without first having obtained the permission of the County. However, this restriction shall not prohibit the Rodeo Association from leasing concessions or portions of the premises in connection with any regularly scheduled event within the corporation powers of the Rodeo Association.

**XI. TERMINATION**

It is agreed that, should the Rodeo Association fail to make the rental payments, the County may terminate this Agreement and take full and absolute possession of the above-described property except that the Rodeo Association shall have the right to remove the improvements listed as described in paragraph "II." Failure to make rental payments or violate any of the provisions above will constitute a material breach.

**a. TERMINATION FOR BREACH OR NONPERFORMANCE**

If either party commits a material breach of its obligations under this Agreement, the other party may terminate this Agreement by giving the breaching party at least ninety (90) days advance, written notice. During such time, the breaching party is not excused of their duty to perform. Such notice will not result in termination if the breaching party cures that breach before the ninety (90) day period elapses. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

**b. TERMINATION FOR CONVENIENCE**

Either party to this Agreement shall have absolute right at any time to terminate this contract by giving at least one hundred eighty (180) days advance, written notice. It is hereby acknowledged by the parties that the exercise of a termination for convenience will only be executed immediately, within fourteen (14) days, following the conclusion of the annual rodeo.

**XII. BINDING ON HEIRS**

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both parties in like manner as upon the original parties, except as provided by mutual written agreement.

**XIII. INSURANCE**

The Rodeo Association shall obtain and maintain a standard form liability policy to insure its activities on all of the property listed in Exhibit “A” and the use of that certain pasture land contained within the property described in paragraph “I” of this Agreement. The Rodeo Association shall add the County as a named insured on said policy.

**XIV. AMENDMENTS**

Amendments and alterations to this Agreement shall be in writing and shall be signed by both the Rodeo Association and the County.

**XV. ATTORNEY FEES**

The parties each agree to pay their own attorney fees in connection with this Agreement, including but not limited to fees incurred in the preparation of this Agreement and for preparation of any other documents or instruments to consummate this transaction and carry the provisions of this Agreement into effect. It is expressly understood and agreed that County is represented by the County Attorney of Broadwater County in this transaction and that the County Attorney is not purporting to represent or advise the Rodeo Association in regard to this transaction, this Agreement, any documents or instruments used in or related to the transaction, and that the Rodeo Association has been advised to seek the advice of its own independent legal counsel.

**WHEREFORE**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the parties have caused this Agreement to be signed by their respective chief officers.

BROADWATER RODEO AND FAIR  
ASSOCIATION, INC.

THE COUNTY OF BROADWATER

BY \_\_\_\_\_  
PRESIDENT

BY \_\_\_\_\_  
CHAIR, BOARD OF COMMISSIONERS

BY \_\_\_\_\_  
SECRETARY

BY \_\_\_\_\_  
COMMISSIONER

BY \_\_\_\_\_  
COMMISSIONER

ATTEST:

BY \_\_\_\_\_  
CLERK AND RECORDER

BROADWATER COUNTY  
CITY OF TOWNSEND

RELOCATE THE PROPERTY LINES  
FOR TRACTS E,F,G,J AND K OF  
COS 125110, TRACTS A,B,C OF  
COS 125111 AND DEED BOOK 59  
PAGE 139, BOOK 59 PAGE 141,  
BOOK 10 PAGE 900 AND THE  
REMAINDER OF BOOK 31 PAGE  
226.



ROBERT PECCIA & ASSOCIATES  
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(406) 447-5000

TOWNSEND\PTY\_COS.DWG DATE: JANUARY 2009 1 OF 1

