

**LEASE AGREEMENT BETWEEN
CITY OF LARAMIE AND THE LARAMIE DIRT RIDERS**

This lease agreement (“Agreement”) between the City of Laramie (“City”) and Laramie Dirt Riders (“DIRT RIDERS”) is entered into as of the date of the last signature below:

WHEREAS, the City owns a parcel of land consisting of 16.25 acres in Albany County, located east of U.S. Highway 30/287, and is more particularly described on Exhibit “A” (“Property”); and,

WHEREAS, the City has been leasing the Property to DIRT RIDERS, and DIRT RIDERS in the past has used the Property to support the growth of their club encouraging motocross activities more fully described in Exhibit “B” Laramie Dirt Riders Membership Rules and Regulations; and,

WHEREAS, the City finds DIRT RIDERS’s use of the Property contributes to the quality of life in Laramie, provides a general public benefit to Laramie, and is currently in the best interest of the City and its citizens, AND IT IS THEREFORE AGREED:

1. Lease of Property. City hereby leases the Property to DIRT RIDERS only for the purpose of DIRT RIDERS continuing the purpose of their club outlined in Exhibit “B” Laramie Dirt Riders Membership Rules and Regulations.
2. Term of Lease. This Agreement becomes effective the date of the last signature affixed and terminates on January 31, 2026. This Agreement may only be extended by a written agreement signed by both the City and DIRT RIDERS.
3. Early Termination of Lease.
 - 3.1. Either the City or DIRT RIDERS may terminate this Agreement before its expiration by giving one year’s written notice to the other party.
 - 3.2. This Agreement terminates automatically and immediately if DIRT RIDERS uses the Property for anything other than the Activities, including but not limited to using the Property for any commercial or profit-making activity.
4. Disposition of Property Upon Termination. When this Agreement terminates, any improvements to the Property becomes the property of the City, unless DIRT RIDERS removes the improvement, at DIRT RIDERS’s sole expense, from the Property before termination. If DIRT RIDERS leave any improvements on the Property after termination, DIRT RIDERS will execute all documents necessary to confirm transfer of ownership to the City. If DIRT RIDERS choose to remove any improvements, DIRT RIDERS will return the Property to its original condition, as determined in the reasonable judgment of the City Manager or his/her assignee.
5. Lease Payment. DIRT RIDERS shall pay the City \$1.00 each year as rental for the Property.

6. Utilities, Fees and Taxes. DIRT RIDERS shall arrange for the provision of, and timely pay bills for, all utilities to the Property. DIRT RIDERS shall timely pay all fees or taxes assessed against the Property or that arise from their activities.

7. Subleasing. DIRT RIDERS may not sublease the Property to any person or persons.

8. Condition, Improvements, Maintenance and Use of Property.

8.1. DIRT RIDERS has been in possession of the Property, has satisfied itself about the condition of the Property, and takes the Property in an "AS IS" condition, and the City makes no representations or warranties about the condition or suitability of the Property.

8.2. Other than for routine maintenance and upkeep, DIRT RIDERS shall not improve or alter the Property without the advance written consent of the City Manager or his/her designee, which consent will not be unreasonably withheld.

8.3. DIRT RIDERS shall maintain the Property in a good and orderly condition, and in its use or permitted alterations to the Property comply with all applicable laws, including City ordinances.

8.4. DIRT RIDERS shall provide a written annual report outlining their membership, attendance at events, maintenance and improvements. This report shall annually be provided to the City by the first day of May.

9. Indemnification. DIRT RIDERS shall indemnify, defend and hold the City and its agents and employees harmless from and against all claims of any kind which arise from or relate in any way to DIRT RIDERS's actions related to the Property or their activities.

10. Insurance.

10.1. The City has no responsibility for DIRT RIDERS's personal property at the Property, and DIRT RIDERS is urged to obtain its own personal property insurance.

10.2. DIRT RIDERS shall maintain the following insurance:

10.2.1. Commercial general liability coverage, during the entire term of the contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground, collapse and explosion (XCU) and products and completed operations, and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) general aggregate.

10.2.2. All policies required under this Contract shall be in effect for the duration of this Contract and projects. All policies shall be primary and not contributory. Contractor shall pay the premiums on all insurance policies and insurance certificates must include a clause stating that the insurance may not be revoked, cancelled, amended or allowed to lapse until the expiration of at least thirty (30) days advance written notice to City.

10.2.3. All insurance policies required by this Contract, shall name City as additional insured, and shall contain a waiver of subrogation against City, its agents and employees. Contractor shall provide, upon request a copy of an endorsement providing this coverage.

10.2.4. The City reserves the right to reject a certificate of insurance if Contractor's insurance company is widely regarded in the insurance industry as financially unstable. This would include but is not limited to insurance companies with no less than AVIII rating in the A.M. Best insurance rating guide.

10.2.5. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent to not renew insurance coverage without thirty (30) days written notice from Contractor or their insurers to City and University of Wyoming. Any failure to comply with the reporting provision of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage provided to City and its division, officers and employees.

10.3. DIRT RIDERS shall provide copies of its required insurance policies annually upon renewal to the City or at any time upon City's request.

11. Assignability. This Agreement is not assignable by either party.

This space intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers effective the date of the last signature affixed to this Agreement. Each officer agrees that this agreement supersedes any previous agreement, known or unknown, between the parties of this agreement.

CITY OF LARAMIE, WYOMING:

DocuSigned by:
By: Paul Weaver
Paul Weaver Mayor and President
City of Laramie, City Council

DocuSigned by:
Attest: Nancy Bartholomew
Nancy Bartholomew
City Clerk, City of Laramie

LARAMIE DIRT RIDERS:

By: Shawn Brown
Printed Name: Shawn Brown
Title: Treasurer
Phone Number: 307-760-1232
Email Address: KTMLB222@gmail.com

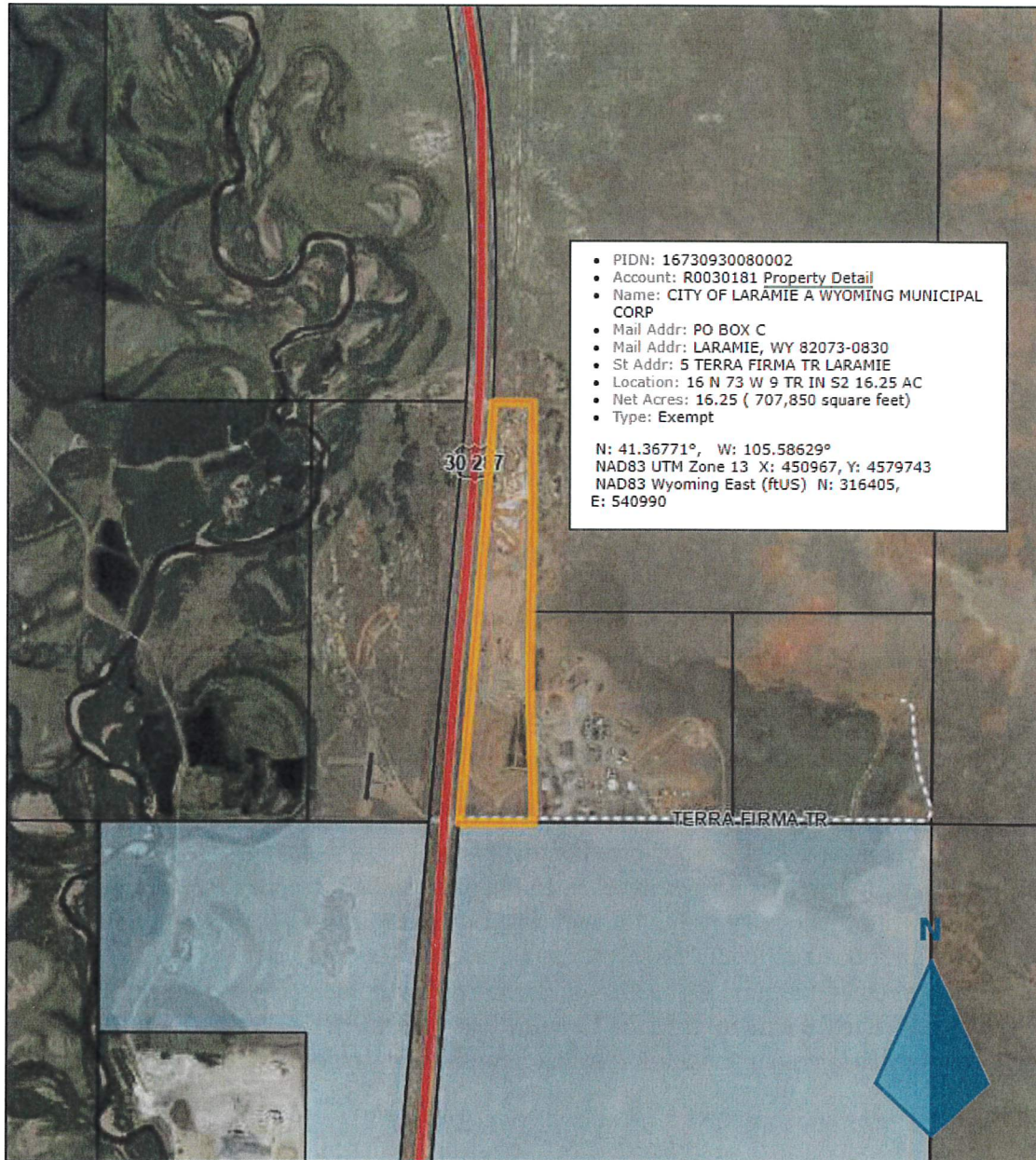
By: Guy Johnson
Printed Name: Guy Johnson
Title: Vice President
Phone Number: 307-760-5244
Email Address: littlequy@cityoflaramie.com

By: _____
Printed Name: _____
Title: _____
Phone Number: _____
Email Address: _____

By: Bethany Ingle
Printed Name: Bethany Ingle
Title: Secretary
Phone Number: 307-399-4719
Email Address: biff_ingle@msn.com

LEASE AGREEMENT BETWEEN CITY OF LARAMIE AND THE LARAMIE DIRT RIDERS

Exhibit "A" ("Property")



**LEASE AGREEMENT BETWEEN
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Exhibit "B" ("Laramie Dirt Riders Membership Rules and Regulations")

LDR Membership
Keys available at TNT Motorsports and Frontier Cycles

Regular Membership:	\$75.00 Family \$45.00 Individual
Daily Pass:	\$50.00 Deposit, (\$40.00 Returned when key is returned)

Daily pass users will leave a \$50 deposit, and \$40.00 will be returned upon return of the key.
Keys can be found at TNT Motorsports and the West Laramie Fly Store.

All Members agree to the following code of conduct:

- I understand that riding a vehicle on a motocross track is potentially dangerous and unforeseeable accidents may occur.
- I agree to hold harmless any individual and/or organization (i.e. Laramie Dirt Riders) affiliated with this track.
- I agree to wear appropriate gear (helmet, goggles, gloves, boots, etc.) and to obey track direction.
- I agree to keep the entrance gate closed at all times.
- The track key is for the paid member ONLY.
- Anyone caught on property who is not a member of Laramie Dirt Riders is trespassing and will be prosecuted.
- All members or daily pass key holders must use the premises for which it is intended. NO street legal vehicles are allowed on the track.
- Any person damaging the premises, including any and all structures on or around the track, will be held responsible for, and required to repair or replace, said damage.
- Dogs must be under control of owner at all times.
- As required by Laramie Dirt Riders insurance policy holders, anyone riding on this property must be a member of the Laramie Dirt Riders.
- Anyone that is not a member is considered trespassing and will be fined/arrested.

LARAMIE DIRT RIDERS MOTOCROSS

2021 MEMBERSHIP

March 1, 2021 – March 1, 2022

Name: _____ Phone #: _____

Mailing Address: _____

City, State, Zip: _____

Email Address: _____

Contact Method: Facebook Text Message Email Mail

TYPE OF MEMBERSHIP: (CHOOSE ONE) SINGLE - \$45 FAMILY* - \$75

* Family memberships must consist of immediate family members who reside in the same household.

Rider #1: _____ Age: _____ Bike Make: _____

Rider #2: _____ Age: _____ Bike Make: _____

Rider #3: _____ Age: _____ Bike Make: _____

Rider #4: _____ Age: _____ Bike Make: _____

Rider #5: _____ Age: _____ Bike Make: _____

Release: As a rider, spectator, volunteer, worker, or other participant in this motorcycle club/event, I hereby agree to conform to and comply with all rules, regulations, and decisions governing this club/event. It is understood and agreed that I, the undersigned, am entering this club/event of my own free will and that I am of legal age or have the consent of my parents or guardian to participate in this club/event. I further agree to hold blameless on Laramie Dirt Riders, all Board Members, Sponsors, the City of Laramie, Albany County, or Track/Land Owners and Lessees for a loss or injury to myself, property, and/or death, and/or any type of paralysis and to assume responsibility for any loss or injury to myself or property in which I may become involved in by and reason of participation in this club/event.

By signing this document I/we acknowledge the I/we have read and agree to follow the rules and regulations attached to this application. Violating track rules and regulations may be grounds for membership termination. All members, adult and minor, must complete the Parental Consent, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement. Please take Rules & Regulations page with you.

Rider's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE, FOR LDR AND ISSUING USE ONLY

Key #: _____ Cash Check #: _____ Amount: _____ LDR Initial: _____

Issued By: TNT Motorsports Frontier Cycle LDR Board Member

2021 MEMBERSHIP RECEIPT - valid until March 1, 2022

Type: Single Family Name(s) of Member: _____

Date Purchased: _____ Purchased At: _____ Initials _____

www.LDRMX.com

