

**COUNTRY
THUNDER
2025**

**APPLICATION &
GENERAL INFO.
MATERIALS**



LARGE SPECIAL EVENT APPLICATION

SEP # 028-24

A Large Special Event means an event expected to draw more than 1000 people or exceeds 4 days in duration. A Special Events Emergency Contingency Plan (SEECF) will be required for events exceeding 500 patrons.

Note: This application must be submitted to the Special Event Coordinator at least 120 days (4 months) prior to event date. Special Event Permit fees are due at submittal.

Section 1: Applicant Information

Event Title Country Thunder Arizona Music Festival

Special Event Owner/Sponsor ("Owner"): Country Thunder West LLC

(This will be the name listed on the insurance.)

Address: 20585 E Water Way Florence City: Arizona St: TN Zip: 85232

Email address: lenore@countrythunder.com

*Telephone: _____ Cell: 615-970-9698

Web Address: www.countrythunder.com

Contact Person (Coordinator): Lenore Evans

Section 2: Property Information

Event Location Name: 20585 East Water Way, Florence AZ

Property Owner AZ Talio Ranch LLC

Address: 1222 N Grant Ave City: Odessa St: TX Zip: 79761

Phone Number 432-362-0404 Email roger@gbe7.com

Parcel Number (s): on file

Current Property Use: Agricultural

Section 3: General Event Information

Purpose and Description: 4 day music festival with camping on-site

Event Category (check ALL that apply):

- | | | |
|--|--|---|
| ☐ Bicycle/Foot Race | ☐ Dance | ☐ Parade |
| ☐ Fireworks | ☒ Festival/Celebration | ☐ Motorized vehicle race |
| ☒ Carnival/Amusement Rides | ☐ Wine tasting/food | ☐ Tent Revival |
| ☐ Circus | ☐ Inflatable/Jumpers | ☐ Art Show |
| ☒ Concert/Performance | ☐ Market/Sales | ☐ Other: <u>200</u> |

Please attach a site plan(s) showing all pertinent event features such as parking areas, tents, structures, vendor locations, location of portable restrooms and showers, carnival rides, camping areas, security staging, medical stations, helipads, ingress and egress routes, major adjacent streets or highways, railroads or washes, band or recreational centers, seating areas, and fireworks shows. Be as complete and detailed as possible as this will explain the layout of your event to many departments.

Event Start Date: April 9, 2025 Event End Date: April 13, 2025
Event Hours of Operation: Wednesday 9am-10pm, Thurs to Sun 12pm to 2am
Setup Date: March 31, 2025 Time: 8:00am Dismantle Date: April 17, 2025 Time: 8:00pm

☒ **Anticipated Attendance:** Per Hour (peak) 25000 Per Day total: 25000

Is there entertainment associated with your event? Yes ☒ No ☐

☒ **If yes**, please indicate the types of entertainment

(Check all that apply):

☒ Live Music

☒ Disc Jockey (DJ)

☐ Children's Activities

☐ Theatrical Performance

☒ Dancing

☐ Other: _____

Will there be ADA accessible parking and pedestrian aisles throughout your event? The aisle should include accessibility to food areas, restrooms, and parking lots? Yes ☒ No ☐

Will you be constructing any temporary structures for your event such as stages, towers, bleachers or platforms?

Yes ☒ No ☐

Will you have any tents? Yes ☒ No ☐ what sizes and how many of each? 40 to 60 tents of various sizes

Does your event require electricity? Yes ☒ No ☐

What type of electrical will be supplied?

☐ Metered ☒ Generators (how many? 48) ☒ Extension cords ☒ Spider box

Section 4: Public Works-Street or Right-of-Way Information

Does your event utilize any State, County or City rights of way, causing any detours or closures? Yes ☒ No ☐
(You may be required to obtain a Rights-of-Way permit from each jurisdiction.)

If yes, please **ATTACH** a traffic control plan, which indicates all streets you are requesting to use and/or close. Date(s) of use: April 9 to 13, 2025

Does your event utilize a state highway for access or as part of the event? Yes ☒ No ☐

If yes, a copy of the Arizona Department of Transportation (ADOT) permit must be included with this application.

At the discretion of the Public Works Department, applicant may be required to provide the following:

- Site map/route map of event including date and time of event.
- Traffic control plan in concurrence with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). Include the name and number of the person responsible for the set up and maintenance of traffic control.
- Proof of insurance.
- Contact information for event emergency contact.

Section 5: Air Quality Information

Will your event utilize any dirt or graveled roadways, entrances, or parking areas (including overflow)?

Yes ☒ No ☐ If "yes", complete the Air Quality Special Event Checklist available at:

<http://www.pinalcountyz.gov/AirQuality/Documents/Dust/Special%20event%20application.pdf>

Call 520-866-6929 for more information.

Section 6: Alcoholic Beverage Information

Will participants be allowed to bring alcoholic beverages to your events? Yes ☒ No ☐

Does your event utilize on site **SALE** of alcoholic beverages? Yes ☒ No ☐

If yes to either of the above questions, please select all that apply: ☒ Liquor/Spirits ☒ Beer ☒ Wine

Have **State** permits for selling alcohol been applied for? Yes ☒ No ☐

Information regarding a liquor license can be found at <http://www.azliquor.gov/licensing/>.

Has permission been granted by property owner to allow sales of alcohol on site? Yes ☒ No ☐

Section 7: Environmental—Food

Will your event have any food booths where food is being prepared/cooked? Yes ☒ No ☐

If yes, how many food booths? 26

Which of the following services will be supplied to or utilized by the food vendors?

☒ Water ☒ Electricity ☒ Grease disposal ☒ Garbage disposal ☒ Appropriate Fire Extinguishers

☒ Propane

You will be required to submit to Pinal County Environmental Health **at least 2 weeks prior to the event** temporary food booth permits for each food vendor. NOTE: If you are using any food vendors from outside Pinal County, they will be required to obtain temporary food vendor permits also. <http://pinalcountyz.gov/EnvironmentalHealth/Pages/Documents.aspx>

Section 8: Aquifer Protection-Sanitation

Will there be portable showers at this event? Yes ☒ No ☐ Will there be portable restrooms on site? Yes ☒ No ☐

If yes, # of showers: 14-16 Fully contained? Yes ☒ No ☐ Grey water removal? Yes ☒ No ☐

Will permanent structure restrooms be utilized for this event? Yes ☒ No ☐

If yes, please provide the number of fixtures: Toilets 16 Urinals 8 Sinks 8

Will restrooms be provided in adjacent building (s)? Yes ☒ No ☐

Total number of: portable restroom units: 170 POPs/15ADA ADA portable restroom units 1300 Pils Portable Restroom Unit Provider: TBA

Total number of trash cans: 200 Toters/40 cans Dumpsters 2-40 yd, 10-30yd, 30-8yd (3 recyc)

Please ATTACH an agreement between your organization and portable restroom provider that includes the number of restrooms to be provided. Please note that for events held in parks, portable restrooms must be removed in a timely manner after the event.

Section 9: Fireworks, Open Fire and Camping Information

Does your event include the use of fireworks (i.e. fireworks, rockets, lasers, or other pyrotechnics)? Yes ☒ No ☐

If yes, you will be required to obtain a fireworks permit from Pinal County Board of Supervisors prior to all fireworks exhibitions. Please describe pyrotechnics use: An artist may request pyrotechnics for their performance. At this time no artist

Will your event have overnight camping? Yes ☒ No ☐ Number of campsites: 8500

Will your event include any open fires (i.e. campfires, bonfires, etc)? Yes ☐ No ☒

Note: Bonfires require a government agency sponsor; campfires must be less than 3 feet in diameter and 2 feet in height. Please describe types of fires that are planned:

N/A

***If your event will have fireworks and/or open fires you will be required to have on-site fire protection services from a fire department. Please provide a signed copy of the fire protection services contract with this application.

Section 10: Security and Medical Plan

Have you contacted Pinal County Sheriff's Office (PCSO) regarding the requirements for obtaining Deputies or private security staff to provide security for your event? Yes ☒ No ☐

Do you have a contract in place for their services? Yes ☒ No ☐

Please include a copy of all contracts with this application. Note: PCSO may require you to sign a contract for their services.

Number of PCSO personnel: 70 Number of private security personnel: 110

Has the sponsor contracted with a medical provider, such as an ambulance provider, a fire department or a private medical provider, for medical support for your event? Yes ☒ No ☐

***If yes, please provide a copy of all contracts from the medical providers. The contracts must include 24 hour emergency contact information for on-site medical supervisors; number, size and operation hours of the medical stations; number of ambulances; number of personnel and work schedule; type of medical equipment and supplies utilized by medical personnel for the event.

Emergency contact for medical service provider DURING event: Name Kevin Rounds Number 480-254-4635

Please indicate the following:

Total number of medical personnel for the event: 15 Number of Paramedics: 8

Number of EMTs: 7 Number of ambulances: 1 Number of helipads: 1 GPS coordinates of helipads: 33.04.521b

Number of medical stations: 1 *Medical station shall provide basic necessities such as water, a place to lie down, a tent for protection, heating and/or cooling, etc.*

Mobile Medical Teams (a medical team = 1 Paramedic and 1 EMT)

Number of foot teams: 3 Cart teams Number of cart teams: Number of bike teams: 0

Please note that Emergency Management and Public Health will work with you to create an efficient medical and emergency plan for your event.

Section 11: Insurance Requirements

The Pinal County Risk Manager, at Risk Manager's sole discretion, will determine insurance requirements for a Special Event following receipt of a Special Event Application/Permit. Insurance requirements apply to Special Event vendors, amusement ride companies and fireworks producers, their contractors and subcontractors as well as Special Event Owners/Sponsors. Requirements will depend, including but not limited to, on hazards and exposures associated with the specific Special Event.

Minimum required insurance shall be provided by companies licensed in the State of Arizona with a current AM Best, Inc. rating of A VII or better. Pinal County, its employees, volunteers and officials shall be named additional insured on all insurance policies except workers' compensation, and, except for automobile liability, Pinal County's additional insured status shall include premises liability and products/completed operations.

Coverage's shall be primary and non-contributory with respect to any other insurance available to Pinal County, its employees, volunteers and officials and shall include a waiver of rights of recovery or subrogation against Pinal County, its officials, volunteers and employees without limitation for any and all claims, damages, losses, liabilities or expenses relating to, arising from, resulting from, or alleged to have arisen or resulted from, this Special Event.

Original copies of certificates of insurance and additional insured endorsements must be received by Pinal County Risk Management at least fifteen (15) working days prior to the event.

Minimum insurance requirements for any Special Event requiring a Special Event Application/Permit are listed below. Additional insurance or insurance limits and conditions may be required at the sole discretion of the Pinal County Risk Manager. The minimum insurance requirements of Pinal County do not limit the indemnity provisions of this Special Event Application/Permit and agreements. Pinal County does not represent that the minimum required insurance is adequate to protect the interests of any Special Event Owner/Sponsor, producer, vendor, their contractors or subcontractors or any other person or entity.

MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability (occurrence form) including products/completed operations, premises liability, broad form property damage and contractual liability:

Small Event:	\$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate
Large Event:	\$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
Very Large Event:	\$5,000,000 per occurrence, \$5,000,000 products/completed operations aggregate, \$10,000,000 general aggregate

Other liability insurance if applicable:

Liquor Liability:

Small Event:	\$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate
Large Event:	\$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
Very Large Event:	\$5,000,000 per occurrence, \$10,000,000 products/completed operations aggregate, \$10,000,000 general aggregate
Fireworks production:	\$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate
Carnival/amusement rides:	\$3,000,000 per occurrence, \$6,000,000 products/completed operations aggregate, \$6,000,000 general aggregate

Automobile Liability Insurance: Covering any automobiles or trucks used for the event: \$1,000,000 combined single limit including hired and non-owned auto

Workers' Compensation Insurance: Statutory limits and including Employer's Liability insurance of \$1,000,000 each accident, \$1,000,000 each disease and \$1,000,000 disease policy limits

INDEMNIFICATION

In consideration of the approval of a Special Event Application/Permit by Pinal County, to the fullest extent permitted by law, the Special Event Owner/Sponsor ("Owner") shall indemnify, defend, save and hold harmless Pinal County, its officials, agents, employees and volunteers ("County") without limitation from and against any and all claims, actions, liabilities, damages, losses, or expenses including but not limited to court costs, attorneys' fees, and costs of claim processing, investigation and litigation relating to, arising from, resulting from or alleged to have arisen or resulted from, the Special Event or caused, or alleged to have been caused, in whole or in part, by the acts or omissions of the County or Special Event Owner/Sponsor or any of their officials, owners, directors, employees, agents, contractors, subcontractors, invitees, participants or volunteers. It is agreed that Special Event Owner/Sponsor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Special Event Owner/Sponsor agrees to waive all rights of subrogation against County for losses arising or resulting from the Special Event.

OTHER GENERAL RISK MANAGEMENT REQUIREMENTS:

County Property: This Special Event Application/Permit is for Pinal County property and shall not be construed as authorization for use of adjacent private or public property, grounds or land. Special Event Owner/Sponsor shall be responsible for obtaining all necessary permits or agreements.

Damage to Pinal County Property: Special Event Owner/Sponsor will promptly compensate or reimburse Pinal County the full amount of any damage to, or loss of use of, Pinal County buildings, facilities, grounds, lands, water or property caused by Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Compensation or reimbursement to Pinal County shall also include, but not limited to, restoration, clean-up, abatement, remedial action, legal fees and expenses or fines.

Damage to Special Event Owner/Sponsor Property: Pinal County shall not be responsible for loss of, damage to, or loss of use of tangible or intangible property of Special Event Owner/Sponsor, its officers, officials, employees, members, guests, invitees or participants.

Section 12: Signature

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Pinal County Special Event Ordinance, and I understand that this application is made subject to the rules and regulations established by Pinal County. I agree to comply with all other requirements of the County, State and Federal Government and any other applicable entity that may pertain to the use of the Event venue and the conduct of the Event

Special Event Owner/Sponsor ("Owner"): (Print) Lenore Evans

Signature: Lenore Evans Date: October 24, 2024

Pinal County Special Event Coordinator: _____ Date: _____

Chairman
Pinal County Board of Supervisors

ATTEST:

Clerk of the Board

Revised 4/2021

TOWN OF FLORENCE
Business License
2025

Issued By:

Town of Florence

TELEPHONE: 520-868-7500

PO BOX 2670

Florence, AZ 85132

License No.

8812

Date Issued

12/31/2024

Issued To:

TROY VOLLHOFFER

COUNTRY THUNDER HOLDINGS LLC

DBA: COUNTRY THUNDER WEST LLC
730 NORTH GALLATIN PIKE
MADISON TN 37115

LICENSE EXPIRES: 12/31/2025

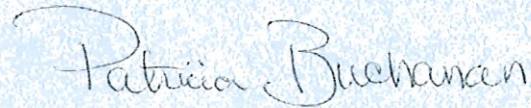
FEE: 50.00

BUSINESS LOCATION: 20585 E. WATER WAY
FLORENCE AZ 85132

BUSINESS TYPE: COUNTRY THUNDER TICKET
SALES FOR MUSIC &
CAMPING FESTIVAL

The above named person or firm is hereby granted to do business as noted in the "Type of Business" to the right above the Town of Florence, Arizona. They are subject to the provisions of the Business Licensing Code of Florence and subsequent admendments relating to this license in the period indicated.

Town Clerk



THIS LICENSE IS NOT TRANSFERABLE - THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into as of the last date set forth in the signature block below (the "January 28th, 2025"), by and between Armco, Inc., an individual ("Contractor"), and Country Thunder West, LLC, located at 730 Gallatin Pike N., Madison, TN 37115 ("Company").

1. **Engagement as Contractor; Services.** Company engages Contractor as an independent contractor to render the services described in the attached Statement of Work (the "Services"), which is incorporated by reference as if fully set forth in this Section 1, during the term starting on the Effective Date and ending on the date specified in the Statement of Work (the "Term"). Except as otherwise provided in the Statement of Work, "Services" includes the provision of all materials, equipment and personnel incidental or necessary to rendering the Services.
2. **Compensation.**
 - a. **Fee.** As consideration for the Services, Company shall pay Contractor a fee equal to N/A (the "Fee") upon the conclusion of the Term, except as otherwise provided in the Statement of Work, which shall be payable within N/A () business days of Company's receipt of an invoice from Contractor.
 - b. **Expenses.** Any expenses incurred by Contractor in the performance of the Services shall be Contractor's sole responsibility, unless otherwise agreed in advance in writing by Company and Contractor.
 - c. **Taxes.** All taxes related to the Fee shall be the sole and exclusive responsibility of the Contractor. Company has not given nor will give Contractor tax advice as to the treatment of such Fee. Contractor acknowledges that Contractor has the sole and complete responsibility to seek tax advice with regard to the tax treatment of such Fee. Should any federal, state or local taxes be determined to be owing on such Fee received by Contractor, Contractor shall be solely and completely responsible for such taxes and any penalties and interest thereon; Company shall not be responsible for any such taxes, interest or penalties thereon. Company shall issue to the Contractor the appropriate tax forms (i.e., Form 1099) to reflect the Fee.
3. **Independent Contractor.**
 - a. In the performance of the Services, Contractor acknowledges and agrees that Contractor is and shall act as an independent contractor, and not as an employee or agent of Company. Contractor acknowledges and agrees that Contractor shall have no authority to (i) enter into contracts on behalf of Company or any of its parents, affiliates or subsidiaries, or (ii) obligate Company to any third party. Company will assume no responsibility for withholding income tax, social security tax, or any other payments, or for providing insurance of any kind, including workers compensation insurance, or any fringe benefits accruing to employees of Company.

- b. The parties acknowledge for purposes of this Agreement, other than as specifically set forth herein, Company shall not control the mode, method, or manner in which Contractor performs the Services, or the time or times at which such Services are performed. Contractor shall be responsible for all risks incurred in the operation of Contractor's business, including with respect to the performance of the Services, and shall enjoy all the benefits thereof.
- c. Nothing in this Agreement shall prohibit Contractor from performing services for other parties during or after the Term.

4. Performance.

- a. Contractor's conduct shall conform to the highest ethical standards and reflect favorably at all times on the good name and reputation of the Company. Contractor agrees to perform the Services faithfully, diligently, and to the best of Contractor's abilities, and to refrain from taking any action that could adversely affect Company.
- b. All agents, employees and contractors engaged by Contractor will be knowledgeable and qualified to perform the Services.
- c. Contractor agrees to comply with all federal, state and local laws, rules, regulations, codes and ordinances applicable to Contractor's performance of the Services and the use, operation and maintenance of the equipment that Contractor uses in performing the Services. Contractor shall obtain all permits, consents, approvals and/or licenses required for performance of the Services.
- d. Contractor will immediately notify Company if Contractor becomes aware of any unforeseen circumstances that may adversely affect the quality of the Services or the safety of the performance of the Services.

5. Damaged, Destroyed or Removed Property. Contractor will, at its sole cost and expense, repair, restore or replace any real or personal property belonging to Company or to any other person or entity that Contractor, its employees, agents or contractors may damage, destroy or remove while performing, in order to perform or resulting from performance of the Services.

6. Loss Prevention; Safety and Security.

- a. Contractor will take all precautions necessary for the prevention of accidents, fire, theft, vandalism, injury or other damage to (i) any property owned by, leased to or otherwise under the direct or indirect control of Company ("Company Property"); and (ii) any persons on Company Property.
- b. When and to the extent that Contractor or any of its employees or agents is on Company Property, Contractor will comply, and will cause each of its employees and agents to comply with Company's rules and regulations and security requirements.

- c. If the Services include offering and/or operating an amusement ride (a "Ride"), Contractor will require all participants to execute and deliver a Release, in the form of Appendix I, prior to participating in the Ride. The Contractor will provide the Company with a copy of each signed Release.
 - d. [Contractor will post a Warning, in the form of Appendix II, at the entrance to each Ride.] Contractor will not remove or modify any Warning or other signage on Company Property without Company's prior written consent.
7. **Confidentiality.** Contractor acknowledges and agrees that many aspects of Company's business are confidential and that, in order to enable Contractor to perform the Services, Company may provide Contractor with access to confidential, secret, and/or proprietary information related to Company, its parent, affiliates or subsidiaries, which may include information such as financial data, business plans, marketing plans, client lists, talent lists, information about officers, directors, or employees of Company, its parent, affiliates or subsidiaries and contact information ("Confidential Information"). Contractor acknowledges that except as authorized by Company in writing, Contractor will not at any time, whether during or subsequent to the Term, either directly or indirectly, use or divulge, disclose or communicate, to any person, firm or corporation, other than in the ordinary course of performing Contractor's duties under this Agreement, (i) any Confidential Information Contractor receives or has access to during, or prior to the Term, or (ii) the terms of this Agreement. Upon completion of the Services or expiration of the Term, Contractor will not take or use any property of Company or its parent, affiliates or subsidiaries (whether or not prepared by Contractor or Company during the Term and whether or not confidential in nature), including, without limitation, any memoranda, notes, lists, schedules, forms or other documents, papers or records of any kind (including, but not limited to, hard copy or computerized records and documents) or any reproduction, summary or abstract thereof (including by means of discs), without the prior written consent of Company. Contractor hereby agrees to surrender such property to Company upon expiration of the Term or upon request at any time during the Term.
8. **Termination.** Either party has the right to terminate this Agreement immediately upon written notice to the other party in the event of: (i) breach of any of the terms and conditions set forth herein; or (ii) failure by Contractor, in Company's sole good faith judgment, to provide the Services pursuant to the terms and conditions contained herein. In such event no further payment shall be due from Company to Contractor and Company shall be entitled to pursue all other remedies at law and in equity. Either party may terminate this Agreement without cause upon 30-days written notice to the other.
9. **Effect of Termination.** Upon any termination of this Agreement, Contractor shall promptly: (i) remove Contractor's equipment and materials from Company Property and reimburse Company for any damage caused by or resulting from such removal; (ii) return any and all Company equipment or supplies to Company; and (iii) deliver all materials, including all Confidential Information, documents, data, works in progress and status reports related thereto, to Company. Company shall have no further obligations whatsoever to Contractor except as expressly set forth in this Agreement.

10. **Force Majeure.** If either of the parties hereto is delayed or prevented from fulfilling any of its obligations under this Agreement by Force Majeure (defined below) or other cause beyond its reasonable control, said party shall not be liable under this Agreement for said delay or failure. “Force Majeure” means any cause beyond the reasonable control of a party, including but not limited to, an act of God, act or omission of civil or military authorities of a state or a nation, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials, or facilities.
11. **Representations and Warranties.** Contractor represents and warrants that (i) it shall not make any representations to any third party or take any actions inconsistent with the terms of this Agreement; (ii) it has full power to enter into this Agreement, to carry out its obligations hereunder; (iii) the Services shall be performed in a good and workmanlike manner, free of material errors or defects in design, material, and workmanship; (iv) all personnel engaged by Contractor to perform the Services will be competent and capable of performing the Services, including operating the equipment used in connection with the Services; and (v) any and all materials produced by Contractor hereunder shall be original to, and solely created by Contractor and neither said materials nor Company’s use of the same shall infringe upon or violate the intellectual property rights, including without limitation copyright, trademark, trade secrets or patent rights, nor any proprietary right at common law, nor any other right whatsoever of any person, firm or entity.
12. **Indemnification.**
- a. **Of Company by Contractor for Independent Contractor Status.** Company has entered into this Agreement in reliance on information provided by Contractor, including Contractor’s express representation that he/she is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that Contractor is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on Contractor’s own actions, Contractor shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against Contractor and/or Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Contractor’s earnings had Contractor been on Company’s payroll and employed as an employee of Company.
- b. **Of Company by Contractor for Claims.** To the extent permitted by law, Contractor shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns for, from and against any and all damages, liabilities, costs, expenses, claims, judgments and/or amounts paid in settlement including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “Claims”) that any of them may suffer from or incur and that arise from or relate to: (i) the provision of Services, including the provision and operation of any equipment in connection with the Services and any materials provided by Contractor to Company; (ii) Contractor’s breach of any of its obligations,

agreements, representations, warranties or duties under this Agreement; and (iii) any negligent, reckless, or intentional act or omission by Contractor, or by any of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not any injury is caused in whole or in part by any negligent act or omission of Company.

- c. Of Contractor by Company for Claims. Company shall indemnify and hold harmless Contractor for, from and against all Claims that it may suffer from or incur and that arise from Company's breach of any of its obligations, agreements, or duties under this Agreement, except to the extent that any Claim, directly or indirectly, results from or arises out of the actions or inactions of Contractor.

- 13. **Limitation of Liability.** Except for its indemnification obligations under Section 12(c), Company's aggregate liability to Contractor arising out of or related to this Agreement, regardless of the form of any claim, action, or theory of liability (including without limitation contract, tort, statute, or warranty, regardless of the number of individual claims made), will not exceed the aggregate amounts paid and payable by Company to Contractor under this Agreement.

- 14. **Insurance.**

- a. Separate and apart from any indemnification obligation, Contractor will procure and maintain, from an insurer acceptable to Company, the insurance coverage described in this Section 14, or such additional or different coverage as is set forth in the Statement of Work. Such insurance is to be primary and non-contributory with respect to any other insurance available to Company and is to name Company as an additional insured; provided, however, that any insured coverage, including, but not limited to, any additional insured coverage, will not include coverage to the extent that it constitutes a prohibited indemnity agreement under applicable law. All policies on which Company is an additional insured must include waivers of subrogation by the insurers in favor of Company. Prior to commencement of the Services, Contractor will furnish to Company certificates and additional insured endorsements evidencing the specified insurance. The Contractor must provide at least 30 days' prior written notice of any policy cancellation or material change in policy terms to the Company. Any Claims, whether or not covered by the insurance described in this Section 14 or within the deductible of such insurance, will be the responsibility of Contractor to the extent that such Claims are covered by the provisions of Section 12 or any other provision of this Agreement.
- b. Contractor will procure and maintain: (i) Workers' Compensation insurance, including coverage for occupational disease, in the benefit amounts required by applicable law; (ii) liability insurance with a limit of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or any higher limits set forth in the Statement of Work; and (iii) any other insurance required by law.

- 15. **Assignment.** Company may assign this Agreement freely, in whole or in part. The Contractor may not, without the prior written consent of the Company, assign or

subcontract its obligations under this Agreement.

16. **Waiverability of Provisions.** No waiver by either party hereto of the other party's compliance with, or breach of, any condition or provision herein shall constitute a waiver of any other terms, provisions or conditions herein nor shall such waiver by either party constitute a continuing waiver of such term, provision, or condition unless such continuation of waiver is agreed to in writing by the parties pursuant to the terms of this Section.
17. **Use of Trademarks.** Contractor recognizes Company's right, title, and interest in and to all service marks, trademarks, and trade names used by Company or its parent, affiliates or subsidiaries and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair Company's right, title, and interest therein, nor shall Contractor cause diminishment of value of said trademarks or trade names through any act or representation. Contractor shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to Company's marks.
18. **Notice.** Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective parties as follows:

To Company:

Country Thunder LLC
Kim Blevins
730 Gallatin Pike N
Madison, TN 37115

To Contractor:

Armco, Inc.
Attn: Kim Sankowsky
809 Loma Linda
Kingsland, TX 78639

19. **Successors and Assigns.** All references in this Agreement to the parties shall be deemed to include, as applicable, a reference to their respective successors and assigns, if applicable. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties, if applicable.
20. **Governing Law.** The provisions of this Agreement shall be construed under the laws of the State of Arizona.
21. **Arbitration.** The parties agree that any and all disputes between the parties in excess of \$5,000 (exclusive of any attorneys' fees) and arising out of or related to this Agreement shall be submitted to final and binding arbitration, before a single arbitrator, in accordance with the JAMS Commercial Arbitration Rules & Procedures. The arbitration award in any such arbitration may be confirmed by any court of competent jurisdiction. Any such arbitration shall take place in the State of Arizona.
22. **Modifications.** This Agreement, including the attached Statement of Work, constitutes the entire agreement between the parties and supersedes and cancels all previous written or oral communications between the parties referring to the subject of the Agreement. No

modification of this Agreement or any of its provisions, including the attached Statement of Work, shall be binding upon either party unless made in writing and signed by each party.

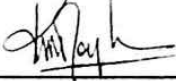
23. **Severability.** The parties intend that if a court or arbitrator holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court or arbitrator will modify the provision or part to the minimum extent necessary to make it valid and enforceable or, if it cannot be made valid and enforceable, the parties intend that the court or arbitrator will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section 23 will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

By their signatures below, Company and Contractor each acknowledge that they have read, understand and hereby agree to the terms and conditions in this Agreement, including the attached Statement of Work.

Armco, Inc.
Contractor

Country Thunder West, LLC
Company

By: 

By: 

Date: 2/14/25

Date: February 14, 2025

STATEMENT OF WORK

THIS STATEMENT OF WORK IS ATTACHED AND INCORPORATED INTO THE FOREGOING INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT").

The following three rows to be completed by Contractor:

Contractor Name: Armco, Inc.	Contractor FEIN (if applicable):
Contractor Address: 809 Loma Linda	Contractor City, State, Zip: Kingsland, TX 78639
Contractor Telephone: 830-598-9218	Contractor E-Mail Address: armcothrillrides@gmail.com

The following two rows and Item Nos. 1 through 3 to be completed by Company:

Project Name: Country Thunder Arizona 2025	Project Name:
Project Name:	Project End Date: April 14 th , 2025

1. Description of Services, as that term is defined in Section 1 of the Agreement:

TRANSPORTATION AND ACCOMMODATIONS

The CONTRACTOR will provide, at its own expense, all transportation for personnel and equipment to and from the event show site at no cost to the COMPANY.

The CONTRACTOR will be responsible for all food and entertainment expenses.

EQUIPMENT AND HARDWARE

The CONTRACTOR will provide the following equipment:

The "Blackout Ride" and "The Slingshot Ride"

All tools and rigging necessary for set up, and continuous maintenance of the rides and operations.

COMMERCIAL OPERATION

The CONTRACTOR will staff and operate a business whereas the public will individually be allowed to ride the "Blackout or Slingshot Rides" for a fee specified and agreed to by the COMPANY and the CONTRACTOR, prior to opening day. This business will be open and running during all open hours of the event or as otherwise mutually agreed on by the parties.

SOUND SYSTEM AND LIGHTS

The CONTRACTOR will provide sound system for public address, and music.

The COMPANY will provide all lighting necessary for the spectator area, which should consist of outdoor sports type lighting. The CONTRACTOR will provide a light package for the ride.

POWER

Country Thunder will provide the power to the "Blackout & Slingshot."

SECURITY

The COMPANY will provide crowd control security during operational hours, and 24-hour security that will prohibit any unauthorized access to the site after operating hours.

The CONTRACTOR will provide the necessary hardware as in dividers, fencing, or barricade system for added control.

SITE

For the "Blackout Ride" the COMPANY will provide a, hard, and level surface 50' across by 50' deep, with 100' of clear rotational objectory. Site will have the required power accessible at time of set up. Also hard, and level surface 70' across by 50' deep, with 100' of clear rotational objectory. If the said site is not accessible, not available or not ready (up to the above specifications) for set up, and modifications must be made to the site, then any expenses incurred in these modifications will be the responsibility of and born by the COMPANY.

The COMPANY will provide support services from the COMPANY'S Maintenance Department in cases where the COMPANY must

Performance Schedule (to be completed if any Services must be rendered by a date prior to the end of the Term, as that term is defined in Section 1 of the Agreement):

Contractor to start set up on Wednesday, April 9th , 2025.

Required operating hours:

Thursday, April 10th : 2pm – 10pm

Friday, April 11th : 1pm – 10pm

Saturday, April 12th : 1pm – 10pm

Sunday, April 13th : 1pm – 10pm

Contractor may begin load-out at 2 am on Monday, April 14th , 2025.

- 1. Compensation Terms and Schedule (to be completed if any portion of the Fee, as that term is defined in Section 2 of the Agreement, is payable to Contractor prior to the end of the Term):**

Operator to keep all profits of sales made during Country Thunder Arizona 2025.

- 2. Insurance Requirements (if different from coverage specified in Section 14 of the Agreement):**

Liability Insurance from the amusement company, unless operated by Country Thunder

You can email that to Aryanna Lee (Special Event Coordinator for Pinal County)

Aryanna.tushingham@pinal.gov



Country Thunder Music Festivals
730 Gallatin Pike N
Madison, TN 37115

December 30, 2024

Country Thunder Arizona deliver's water to the campgrounds starting daily at 7:00 am until 7:00 pm Wednesday, April 9th – Sunday, April 13th, 2025. Country Thunder Arizona use Jim's Water Service to deliver water to the campers and has Jim's Water Service phone number (602-722-9755) available on the website and social media posts. Campers can call or text that number to schedule water delivery. Jim's water has 10 trucks that deliver water to all the campsites.

United Services pumps the campers in the campground. They will also pump when called. Country Thunder advertises this number (407-318-6672) on the website and social media so campers have access to it and can schedule a dump.

Waste Connection services the campgrounds in waste removal by a daily morning service removing trash from all campgrounds. Garbage roll offs are logistically staged around the campgrounds and entrances to efficiently remove the excess waste from the campgrounds.

Country Thunder staff will issue a garbage sack to all campsite owners upon arrival to the campgrounds.

The following is the waste removal inventory of roll offs and front load containers:

40 - 8 yard front load containers

3 – 40 yard roll offs

200 toters

PROPERTY LEASE

Date: January 1, 2024

Landlord: AZ Talio Ranch, LLC.

Landlord's Address:

1222 N. Grant Ave
Odessa, TX 79761

Tenant: Country Thunder West, LLC.

Tenant's Address:

730 Gallatin Pike N.
Madison, TN 37115

Premises: SURFACE ONLY of approximately 346 +/- acres of land, situated in Pinal County, Arizona and all improvements ("Land").

Base Rent: One hundred, sixty-seven thousand, nine hundred eighty-nine dollars and fifty-five cents, (\$167,989.55) for one annual event, due on the final day of the scheduled event.

Maintenance Fee:

On the first day of the event, Tenant agrees to pay Landlord an additional fee of \$7,500.00 for Landlord's maintenance of the leased premises. Landlord agrees to maintain the condition of the property for the permitted use throughout the term of this lease and all extensions thereof. All necessary maintenance shall be determined annually by both Landlord and Tenant and Landlord shall take the necessary steps to ensure maintenance of the leased premises for the permitted use. In return for the extended maintenance of the leased property, Landlord is allowed to use the property for additional events at no charge.

Annual Increase:

The rent amount shall increase Three Percent (3%) annually from the previous year's rental amount. Tenant is responsible for paying all increases according to the terms and conditions of this Agreement.

Term (months): 120 months

Commencement

Date: January 1, 2024

Termination Date: December 31, 2033

Security Deposit: \$0.00

Permitted Use: One (1) Music festival and other various entertainment venues.

County Thunder Music Festival receives the exclusive rights to promote one (1) country music festival on the leased premises per year.

Brian Andrews of County Thunder Music Festivals will have until May 31st of each year of the lease to propose financial terms for a second country music festival. If the terms are not agreed upon by the parties by June 30th of each year of the lease, County Thunder Music Festivals will not have the exclusive right to promote a second county music festival on the leased premises for that calendar year of the lease.

Country Thunder Music Festivals or its partner in the festival, have the first right of refusal to match any other promoter's offer to lease the premises for an additional music festival that is not country music or a related genre.

Definitions

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

Clauses and Covenants

A. Tenant agrees to-

1. Lease the Premises for the entire **Country Thunder Event** for the Period beginning seven (7) days prior to the Event commencement date and ending the Period of lease seven (7) days after the final day of the Event.
2. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, including the rules and regulations of the United States Department of Agriculture and the Arizona Agriculture Commissioner.
4. Pay the Base Rent when it is due to Landlord and Landlord's Address.
5. Pay a late charge of ten percent (10%) of any Rent not received by Landlord by the tenth day after it is due.
6. Pay for all labor, fuel, and utility services used by Tenant.

7. Pay all taxes on the Tenant's personal property located on the Premises.
8. Allow Landlord to enter the Premises to inspect the Premises and show the Premises to prospective purchasers or tenants.
9. Repair, replace, and maintain any part of the Premises used by Tenant, Tenant's employees, contractors, vendors, and invitees, including replacement of any cut or damaged trees.
10. Repair any damage to the Premises, Land, or Excluded Improvement, including the condo/apartments, and any trees, cacti and or landscaping caused by Tenant, Tenant's employees, contractors, vendors and or invitees.
11. **INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF TENANT'S USE OF THE PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (A) IS INDEPENDENT OF TENANT'S INSURANCE, (B) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS; COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (C) WILL SURVIVE THE END OF THE TERM, AND (D) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
12. Vacate the Premises seven (7) days after the final day of the Event.
13. Maintain adequate records on all matters related to income produced from the property and provide Landlord with a copy.
14. Keep all gates on the Premises closed and locked.
15. Enter and exit the Premises only at those places designated by Landlord.
16. Provide general liability insurance and liquor liability insurance in an amount to be determined by Landlord, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

B. Tenant agrees not to-

1. Use the Premises for any purpose other than the Permitted Use.

2. Create or allow a nuisance or permit any waste of the Premises.
3. Change Landlord's lock system.
4. Altering the Premises or allowing, employees, contractors, vendors, or invitees to alter the Premises, including clearing new roads, clearing, cutting, removing or damaging landscaping or trees, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home without Landlord's permission, which will not be unreasonably withheld.
5. Assign this lease or sublease any portion of the Premises without Landlord's written consent.
6. Make any new or change any existing agreement with any governmental entity.
7. Hunt or fish on the Land or allow anyone else to do so.
8. Litter or leave trash, debris, or waste of any kind on the Premises or allow any of Tenant's employees, contractors, vendors, or invitees to do so.
9. Allow a lien to be placed on the Premises.
10. Allow a lien to be placed on the crops raised on or harvested from the Premises.

C. Landlord agrees to-

1. Lease the Premises for the entire Country Thunder Event for the Period beginning seven (7) days prior to the Event commencement date and ending the Period of lease seven (7) days after the final day of the Event. Landlord agrees to provide Tenant access to the property fourteen (14) days prior to the first day of the event.
2. Provide its license or one of its affiliates' liquor license for the on premise consumption of alcohol during the event. Landlord shall have the exclusive right to sell and serve alcohol during all events produced by Tenant.

D. Landlord agrees not to –

1. Allow any use of the Premises inconsistent with the Permitted Use as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

E. Landlord and Tenant agree to the following:

1. **Alterations.** Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at

termination of this lease or end of the event and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. ***Abatement.*** Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant will not be entitled to abate Rent for any reason.
3. ***Release of Claims/Subrogation.*** TENANT RELEASES LANDLORD FROM ANY AND ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO TENANT OR TO TENANT'S PROPERTY LOCATED ON THE PREMISES. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF LANDLORD BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD.**
4. ***Condemnation/Substantial or Partial Taking***
 - A. If the Premises cannot be used for the Permitted Use because of condemnation or purchase in lieu of condemnation, this lease will terminate.
 - B. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, the rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
 - C. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.
5. ***Default by Landlord/Events.*** A default by Landlord is the failure to comply with any provision of this lease that is not cured within thirty days after written notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursues such cure.
6. ***Default by Landlord/Tenant's Remedies.*** Tenant's remedies for Landlord's default are to sue for damages and terminate this lease. If Tenant or any Agent is awarded a money judgment against Landlord, then recourse for the satisfaction of such judgment shall be limited to an amount equal to one year of base rent. The base rent year to be used to determine the amount of base rent amount shall be the year in which the alleged breach resulting in such judgment occurred. No asset of Landlord, and no asset of any of Landlord's Representatives (or any past, present or future board member, partner, director, member, officer, trustee, employee, agent, representative or advisor of any of the (each, an "officer")) or any other person or entity, shall be available to satisfy or be subject to any such judgment. No such Landlord's

Representative, officer, or other person or entity shall be held to have personal liability for satisfaction of any claim or judgment whatsoever under this Lease.

7. **Default by Tenant/ Evens.** Defaults by Tenant are (a) failing to pay timely Rent; (b) abandoning or vacating a substantial portion of the Premises; (c) failing to comply, within five (5) days after written notice, with any provision of this lease other than the condemnation provisions set forth in (A) and (B) above.
8. **Default by Tenant/ Landlord's Remedies.** Landlord's remedies for Tenant's default are (a) to receive \$100,000.00 in additional liquidated damages; (b) to accelerate all rent amounts due and penalties making all monies owed due immediately; (c) to enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (d) to enter the Premises and perform Tenant's obligations; and (e) to terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be farming the Premises, until the default is cured, without being liable for damages.
9. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
10. **Holdover.** If Tenant does not vacate the Premises following termination of this lease Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.
11. **Alternative Dispute Resolution.** Landlord and Tenant agree to mediate in good faith before filing a suit for damages.
12. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees, court costs, and other litigation costs and fees.
13. **Choice of Law and Venue.** This Agreement shall be governed and construed in accordance with laws of the State of Texas. Exclusive venue is in Ector County, Texas.
14. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

15. ***Amendment of Lease.*** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
16. ***Limitation of Warranties.*** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.
17. ***Notices.*** Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

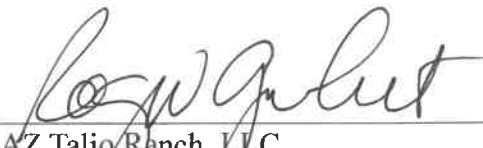
Landlord:
Irving One, LLC
1222 N. Grant Ave.
Odessa, TX 79761

Tenant
County Thunder East, LLC
730 Gallatin Pike N.
Madison, TN 37115

18. ***Mineral Interests.*** This lease is subordinate to any present or future oil, gas, or other mineral exploration agreements and leases relating to the Land. Landlord will not be liable to Tenant for any damages for actions attributable to those agreements and will receive all consideration paid therefore. Any damages to growing crops arising from an oil, gas, or mineral interest will be divided between Landlord and Tenant in the same proportions as the crops are divided.
19. ***Landlord's Use.*** Landlord retains the right to enter on and use and/or permit third parties to enter on and use the Premises for hunting, fishing, and other uses that do not materially interfere with Tenant's rights.
20. ***Business Days.*** In the event that any date or any period provided for in this Agreement shall end on a Saturday, Sunday or legal holiday in the State of Texas, the applicable date or period shall be extended to the first business day following such holiday.
21. ***No Recordation.*** Without the prior written consent of Landlord, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto to Tenant without the prior written consent of Landlord shall constitute a default hereunder by Tenant, whereupon this Agreement shall, at the option of Landlord, terminate and be of no further force and effect.

22. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which is to be deemed an original for all purposes. This Agreement may be executed by facsimile signature.
23. **Severability.** Each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum rate allowed by law.
24. **Extension Option.** Tenant has the option to extend the Lease agreement two (2) additional five (5) year periods.

LANDLORD

 5-25-24

AZ Talio Ranch, LLC. Date
Roger Gearhart, Manager

TENANT

 05/20/2024

Country Thunder West, LLC Date
Troy Vollhoffer, Manager

Pedro & Tatum Egurrola LAND LEASE – 2025

This Lease made and entered into at Florence, Pinal County, State of Arizona, on December 1, 2024, by and between Pedro & Tatum Egurrola, (Lessor) and Country Thunder West, LLC (Lessee).

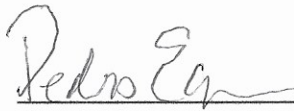
The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

- 1) Description of Premises.
 - a. 201-19-001E2, 5 acres. Commencing at the Southwest parcel corner of section 16, township 04 South, range 10 East, thence West 2, Sunset Campground. \$950 per acre, \$4750 total
- 2) Term of Lease. The term of this Lease shall be for a period of 16 days, commencing upon April 1, 2025 execution and termination on April 16, 2025.
- 3) Rent. Lessee shall pay to Lessor as rent for the used and possession of the Premises. Half of rent payment (\$2,375.00) due on January 1, 2025 with the remaining balance (\$2,375.00) due no later than April 1, 2025. Parcel 201-19-001E2 the total sum of \$4,750.00.
- 4) Use of Premises. The premises shall be used for the purpose of motor vehicle and camping to accommodate the patrons of a Country music festival scheduled for April 10-13th, 2025. The premises shall not be used for any other purpose with Lessors prior written consent.
- 5) Payment of utilities. Lessee shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises.
- 6) Ingress/Egress. Lessor agrees to install culvert for access to parcel for the term of lease, at its own expense.
- 7) Waste or Nuisance. Lessee shall not commit or permit the commission by others of any wasted on the Premises; maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor's demand.

- 8) Maintenance. Lessor shall have property in a clean and cut condition by April 1, 2025. Lessee shall, at its expense, keep and maintain the Premises in a sage and clean condition as they were when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee's proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons. Lessee shall be off property by April 1, 2025.
- 9) Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
- a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees.
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees.
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.
- 10.) Governing Law. The lease shall be construed in accordance with and governed by the law of the State of Arizona.
- 11.) Entire Agreement. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:



Pedro Egurrola (Lessor)

Date 1/13/25

 for

Country Thunder West, LLC (Lessee)
Brian Andrews

Feb 17/25
Date

CONSENT

___Rogman Enterprises___ (the Owner), as owner of that certain property listed under Assessor Parcel Number 20119001B, and as shown on the attached **Exhibit "A"** (the Property), does hereby give consent to the United States (U.S) Bureau of Indian Affairs San Carlos Irrigation Project (SCIP) to permit to, Country Thunder West, 730 Gallatin Pike N., Madison, TN 37117, temporarily limited access to the U.S. North Side Canal's southerly embankment (operation and maintenance road), located on and within my Property, to be used by the Country Thunder Arizona Festival's essential staff and First Responders, including but not limited to local and state fire, police, and emergency medical staff.

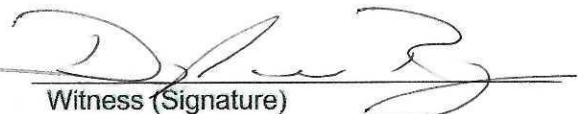
1. Nothing herein contained shall be construed as the Owner granting any property interest to Country Thunder West.
2. Country Thunder West is responsible for repairing any damage to the Property caused by Country Thunder West, and for restoring the Property to its existing condition to the extent that is reasonable and practical.
3. Country Thunder West shall keep the Property in as good order, condition and repair as reasonable use will permit, and shall leave the Property free of construction-related trash and debris.
4. Country Thunder West shall be responsible for acquiring all permits necessary to conduct its Country Thunder Arizona event, and Country Thunder West shall be responsible for complying with all zoning and code requirements that may apply.
5. Barricades or other safety measures, if applicable, will be maintained by Country Thunder West for the duration of the event.
6. Country Thunder West shall indemnify, defend and hold harmless the Owner from any or all present or future claims, demands, causes of action or equity resulting from Country Thunder West's activities in connection with this Consent to use the canal road, provided, however, that such indemnification shall not extend to claims, demands, lawsuits or actions for liability attributable to the sole exclusive negligence or willful actions of the Owner, or its employees, contractors, invitees or agents.

This Consent shall be binding upon and inure to the benefit of the successors, heirs, administrators, executors, contractors, agents and assigns of both the Owner and Country Thunder West.


Owner (Signature)

GLEN U. ROGERS
Owner (Print)

1-24-24
Date


Witness (Signature)

Daphne Rogers
Witness (Print)

1/24/24
Date

LAND LEASE – 2025 to 2033

Additional land from VAGLB, LLC

This Lease made and entered into at Florence, Pinal County, State of Arizona, on December 1, 2024, by and between VAGLB, LLC (Lessor) and Country Thunder West, LLC (Lessee).

The Lessor and the Lessee for and in consideration of the keeping by the parties of their respective obligations hereinafter contained agrees as follows:

- 1) Description of Premises.
 - a. Parcel 201-19-001A. The demised premises shall consist of approximately 61.15 acres total. Lessee has leased 23.3 acres of parcel, which is presently vacant agricultural land situated upon the parcel of real estate described on Exhibit attached hereto. The exact location of the demised Premises within and upon said tract of land is more specifically delineated on the site plan of the music festival as shown on the attached Exhibit and marked as Outback Camping. Outback 10.35 acres and Desperado 12.95 acres for 23.3 acres total = \$18,640.00
- 2) Term of Lease. The term of this Lease shall be for a period from 2025 to May 1, 2033.
- 3) Rent. Lessee shall pay to Lessor as rent for the used and possession of the Premises. Half of rent payment (\$9,320) due on January 1, of each year with the remaining balance (\$9,320) due no later than April 1 of the same year. Parcel 201-19-001A the total sum of \$18,640.00.
- 4) Use of Premises. The premises shall be used for the purpose of motor vehicle and camping to accommodate the patrons of a Country music festival scheduled in mid April of each year. The premises shall not be used for any other purpose with Lessors prior written consent.
- 5) Payment of utilities. Lessee shall pay all charges for the furnishings of gas, electricity and any other public utilities to the Premises.
- 6) Ingress/Egress. Lessor agrees to install culvert for access to parcel for the term of lease, at its own expense.

- 7) Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Premises; maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, or use or permit the use of the Premises for any unlawful purpose. Lessee further agrees to be responsible for obtaining all required permits and licenses and approval from the required governmental units for the proposed use of the demised Premises and to provide copies of the same to Lessor upon Lessor's demand.
- 8) Maintenance. Lessor shall have property in a clean and cut condition by April 1 of each applicable year. Lessee shall, at its expense, keep and maintain the Premises in a safe and clean condition as they were when received from Lessor and agrees to restore the same to its previous condition, subject to reasonable wear and tear as might be anticipated from the nature of Lessee's proposed use. Lessee shall be responsible for delivering the Premises to Lessor free of all litter and debris occasioned by the use of the Premises by Lessee and its festival patrons. Lessee shall be off property by April 20th of each year.
- 9) Hold Harmless. Lessee shall indemnify and hold Lessor and its property or expense resulting from lessee's occupation and use of the Premises, including without limitation, any claim, liability, loss or damage arising by reason of:
- a. Any injury to person or property, from whatever cause, while in or on the Premises or in any way connected with the improvements or personal property therein or thereon, including any liability for injury to the person or personal property of Lessee or its agent, officer, or employees.
 - b. Any work performed on the Premises or material furnished to the Premises by or at the request of Lessee or its agents or employees.
 - c. Any failure by Lessee to perform any provision of this lease or to comply with any requirement imposed on it or on the Premises by any duly authorized governmental agency or political subdivision.
- 10.) Governing Law. The lease shall be construed in accordance with and governed by the law of the State of Arizona.
- 11.) Entire Agreement. This lease constitutes the sole agreement between the parties with regard to the subject matter hereof and supersedes all prior understanding or agreements between the parties' relative thereto.

EXECUTION

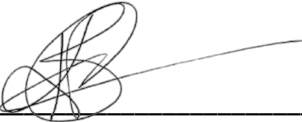
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement by swearing upon their signatures as follows:



VAGLB, LLC (Lessor)

12/18/24

Date



Country Thunder West, LLC (Lessee)
Kim Blevins

12/18/24

Date