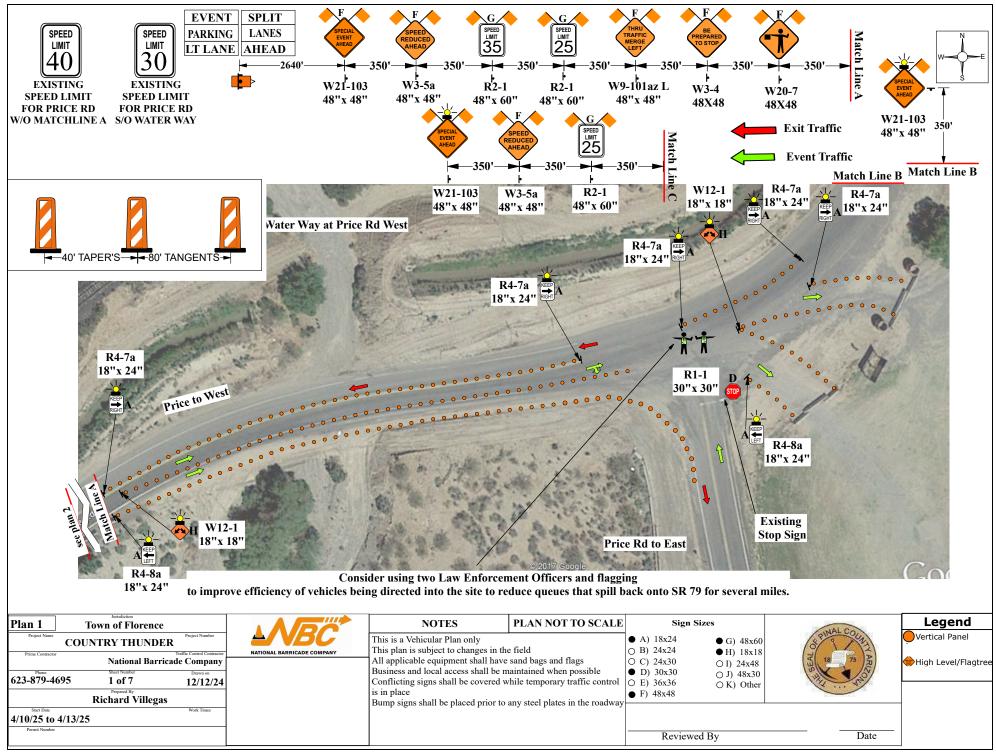
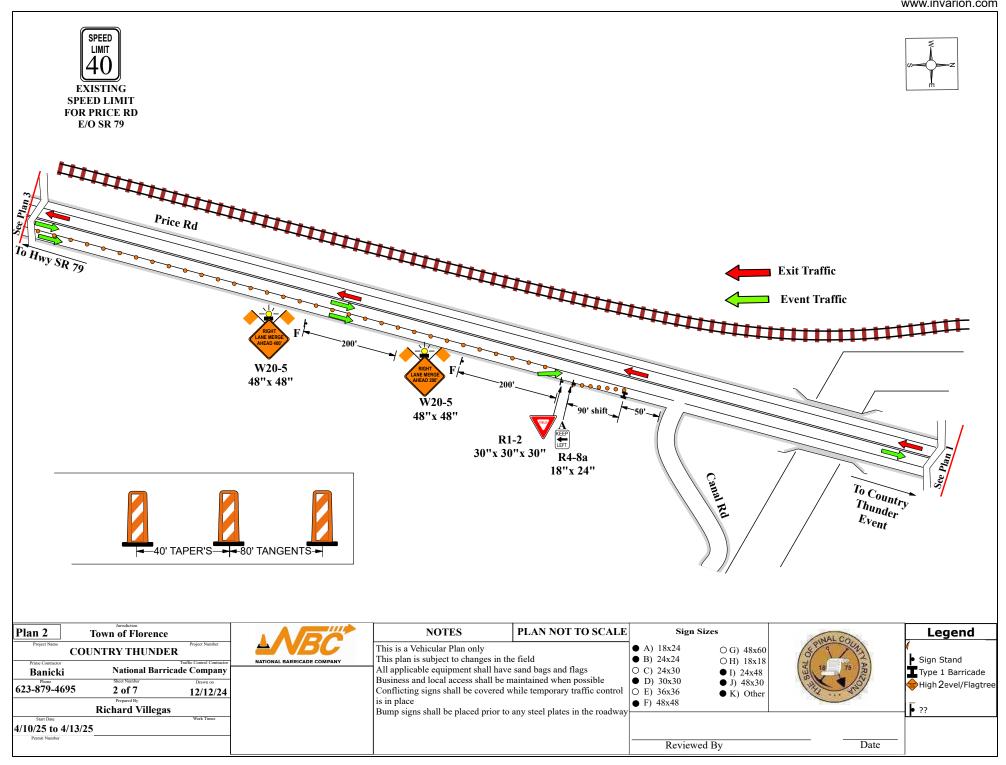
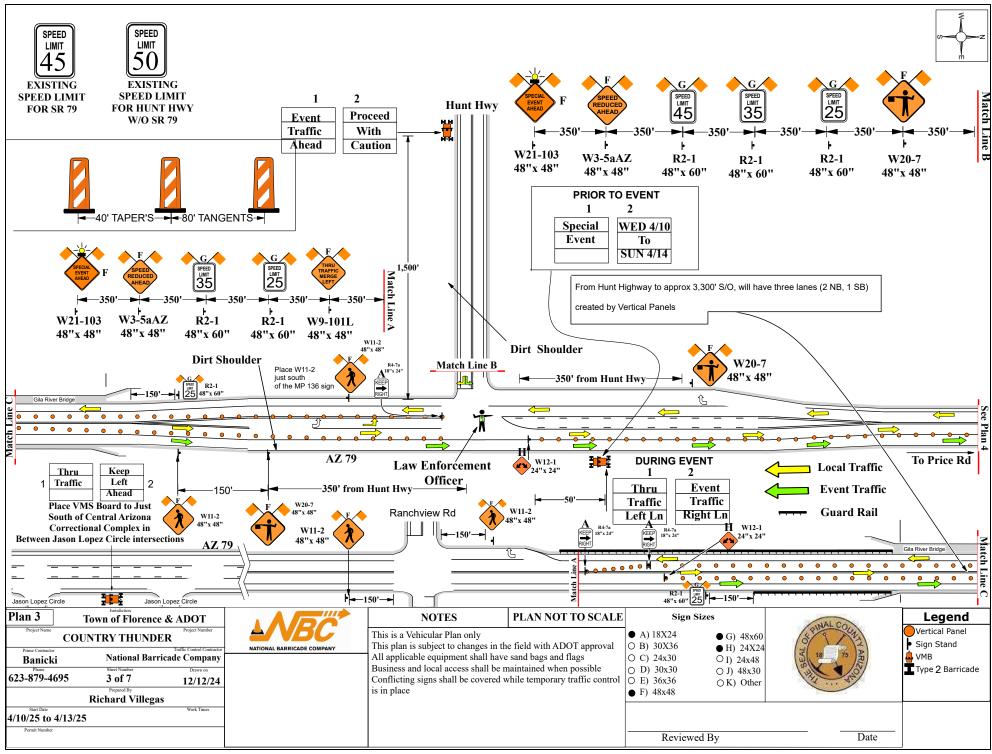
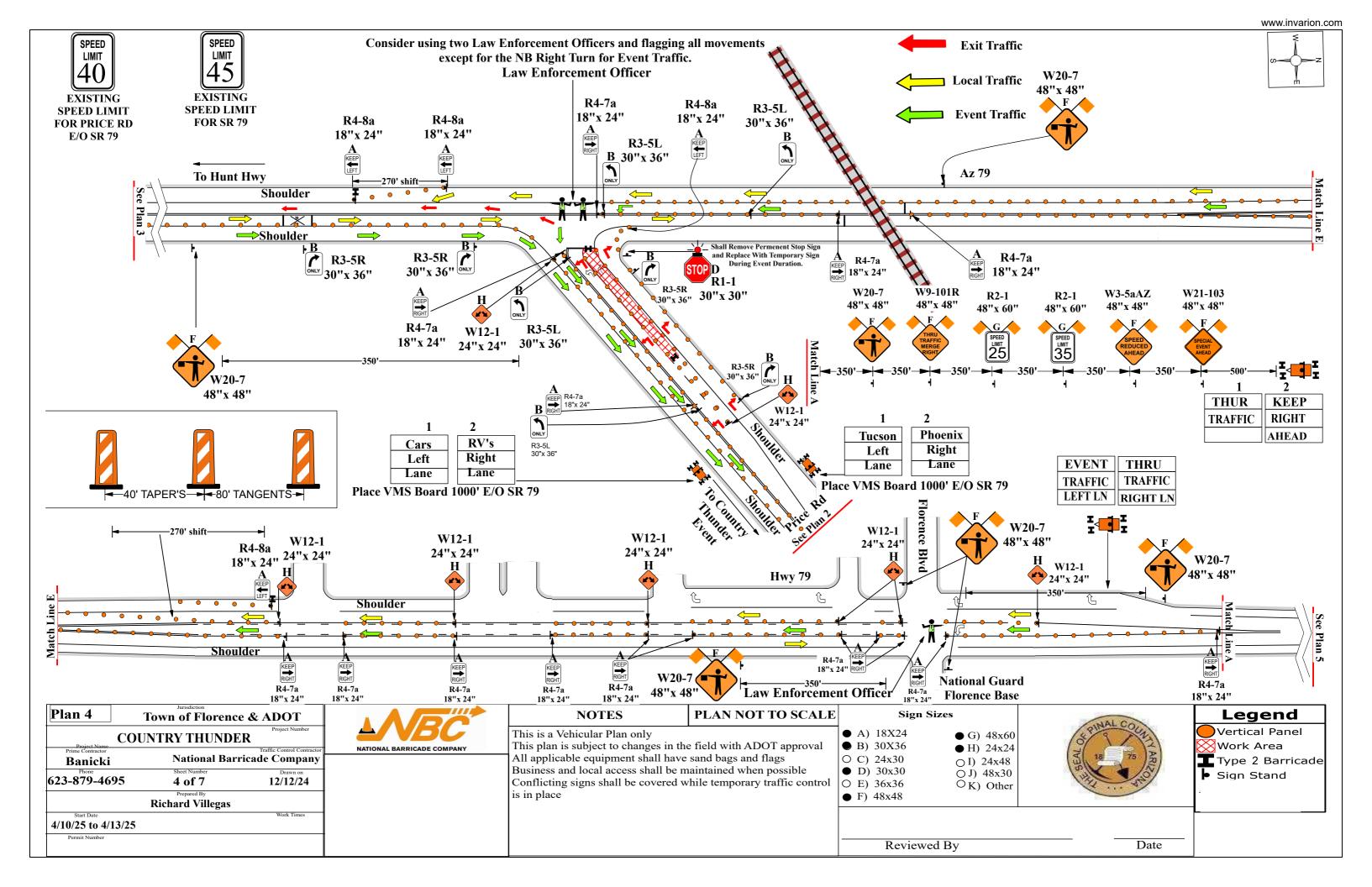
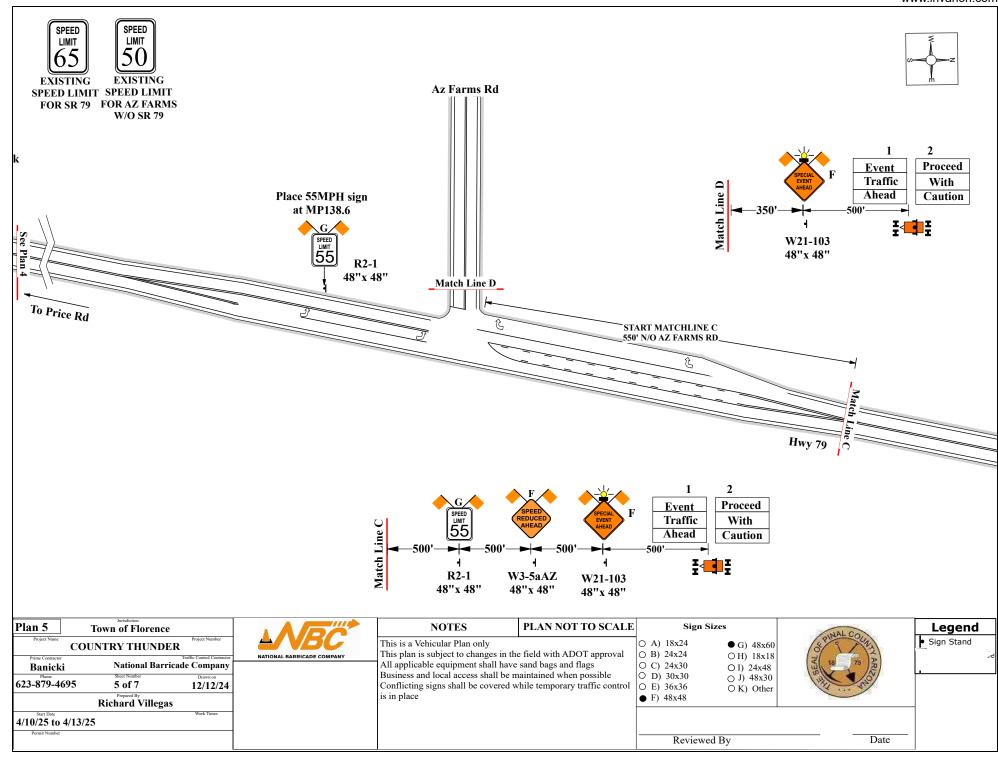
PEDESTRIAN & VEHICULAR TRAFFIC DOCUMENTATION

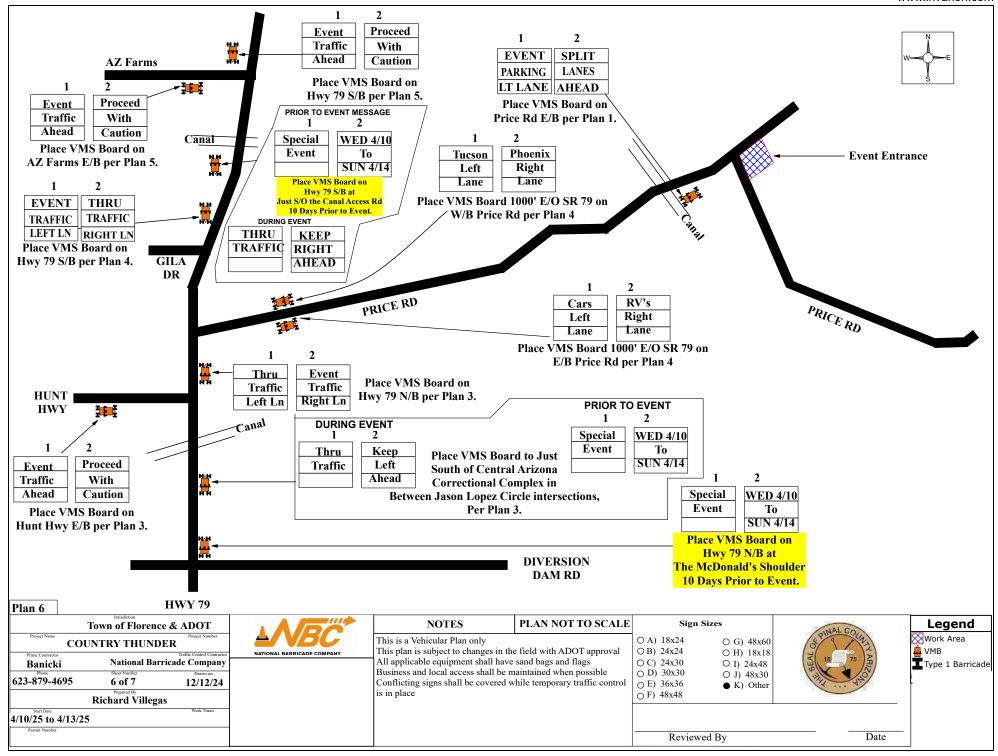


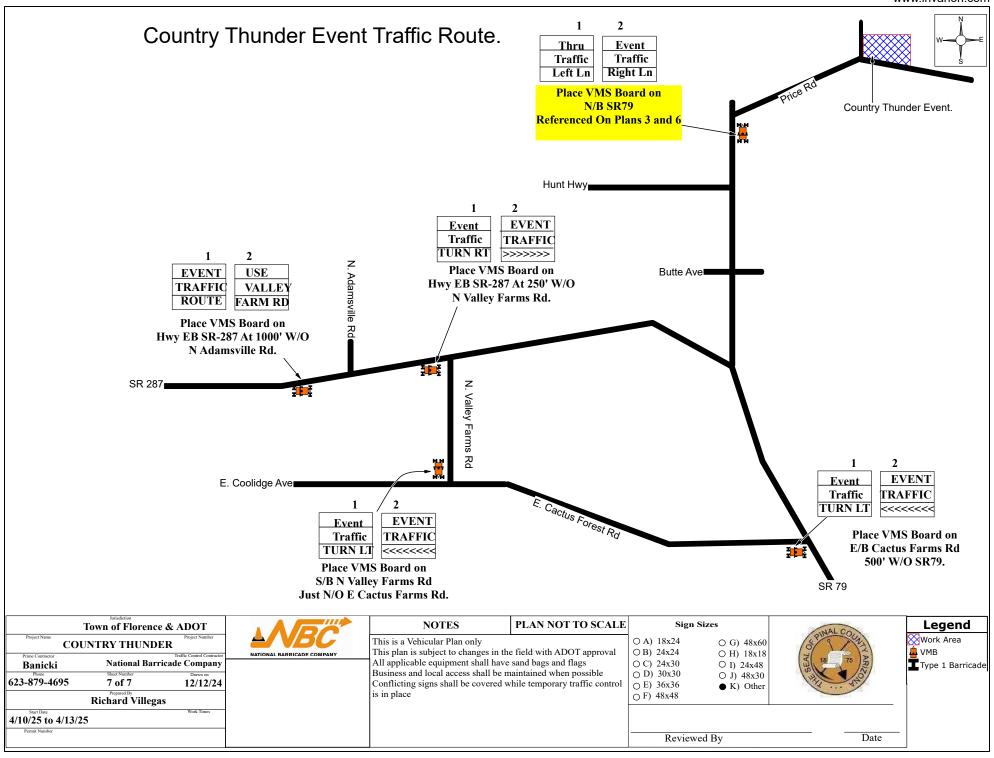












"LICENSE FOR PRIVATE PROPERTY LEASE CONTINUED"

12.4 The undersigned, in their personal or representative capacities, acknowledge that they have read this License in full, and have had an opportunity to review it with counsel and that they understand and agree to each of the foregoing provisions.

IN WITNESS WHEREOF, the parties hereto have executed this License in duplicate, each of which shall be evidence of this License but which shall constitute but one agreement, as of the day and year first above written.

Railroad:	
Copper Basin Railway Inc.	OFFICAL SEAL
By: Carmon Wall Title: Plan ner	RIKKI LAREE GALKA NOTARY PUBLIC - ARIZONA PINAL COUNTY COMM# 650915 My Comm. Expires JUNE 30, 2027 State of Arizona, County of Pinal
	Signed before me on this 9thday of
	by <u>Cusandra Wade</u> . Lidhi Laku Lhlko
	. 1 4 5 6 6
Licensee:	Notary Public
Country Thunder West, LLC By:	_
Title: Executive Director	
	State of, County of Sunter Signed before me on this day of, 2025,
	by A Nicole Slaugher Notary Public
	STATE OF TENNESSEE NOTARY PUBLIC

Shimmen

"LICENSE FOR PRIVATE PROPERTY LEASE CONTINUED" ATTACHMENT A

The following items are required:

- 1. Pedestrian crossing will be reduced to dimension that will not accommodate anything other than foot traffic.
- 2. The pedestrian crossing will be gated, closed and manned by security as train traffic approaches from either direction.
- 3. Security at the pedestrian crossing will respond to the Railroad's notice of approach in a timely fashion, close the gates at the pedestrian crossing before the train's arrival and maintain that position until the train has past beyond the event perimeters.
- 4. The temporary security fence on both sides of the track will be constructed in such a manner as to adequately prevent breach by patrons during the Country Thunder event.
- 5. The temporary security fence on both sides of the track will be policed by Country Thunder employees on a regular basis to ensure that if a breach occurs, it is identified and repaired in a timely fashion.

I hereby acknowledge the items listed above and will pursue resolve to the Railroad's satisfaction.

Licensee:

Country Thunder West, LLC

ъу. _

Title: Executive Tweetor



LICENSE FOR PRIVATE PROPERTY LEASE AGREEMENT

THIS LICENSE, made as of the <u>09th - 14th day of April 2025</u>, by Copper Basin Railway Inc. (Railroad), with office located at P.O. Drawer I, Hayden, Arizona 85135, to Country Thunder West, LLC (Licensee) whose address is 730 Gallatin Pike North, Madison, TN 37115.

Railroad hereby grants Licensee, a non-exclusive License to use Railroad Right-Of-Way (ROW) for the purpose of the event "Country Thunder" and/or ingress/egress to private property of Licensee's land or leased land of others adjoining said ROW for the primary term specifically identified by Licensee for the date identified above. The term may be renewed pending a mutual agreement between the Railroad and Licensee.

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions and agreements herein contained, the receipt and sufficiency of which are specifically acknowledged by the parties hereto, the parties do agree as follows:

- 1. The Railroad ROW between Milepost 961.85 and 962.46 excluding that portion 25' from centerline on both sides of the track adjoining Licensee's private property, shall be used solely by Licensee and/or members of the licensee's operation, only as a means related to the event "Country Thunder" and/or ingress/egress to the private property of the Licensee's land or leased land of others adjoining said ROW. Licensee will provide whatever means necessary to prevent any and all persons attending event "Country Thunder" and/or trespassers from encroaching on that portion of excluded Right-of-Way previously identified in this article.
- 2. No expressed or implied means of ingress and egress or way of necessity upon, across or over adjacent lands of Railroad is granted by this License. Licensee, at their own expense, will secure and maintain any necessary means of ingress and egress to the ROW across lands of others.
- 3. Licensee shall not at any time own or claim any right, title or interest in or to Railroad's property occupied by Licensee, nor shall the exercise of this License for any length of time give rise to any right, title or interest to Licensee's to said property of Railroad other than the license created hereby.
- 4. All roadways shall be graded, surfaced and maintained by Licensee so as to ensure safe vehicle operations and satisfactory to Railroad.
- 5. Licensee shall be liable to construct any appurtenances required by any governmental agency at the Licensees' sole expense so as not to interfere with or obstruct the operation of the Railroad or the use of the Railroad's property or endanger persons or property. In addition, Licensee's will reimburse the Railroad for any taxes levied upon the Licensees' improvements and all other expenses arising from this License.

"LICENSE FOR PRIVATE PROPERTY LEASE AGREEMENT CONTINUED"

- 6. The Railroad may terminate this License <u>at any time</u> for failure to comply with the articles of this agreement. Licensee may terminate this License <u>at any time</u>. Licensee further agrees, at their sole expense, to promptly remove any improvements constructed on said ROW at the end of the event "Country Thunder". Property or improvements remaining upon the Railroad property after termination of this License shall be deemed to be abandoned and may be removed by the Railroad at the cost of Licensee.
- 7. Licensee, recognizing that Railroad's operation and any use of Railroad property, tracks and right-of-way involves increased risks, expressly assumes and agrees to indemnify and hold harmless Railroad of and from all risk of loss, costs, damages, claims, actions, cause and causes of action, suits, demands or expense (including a reasonable attorneys' fee) ("Damages") to, and waives any right to ask or demand Damages for, Property of Licensee or any part thereof, at the point of ingress and egress including loss of or interference with the use of service thereof, regardless of cause.
- 7.1 Licensee will protect, indemnify and hold harmless the Railroad its servants, agents, employees, lessees, successors and assigns against and from any and all loss, damages, suits judgments, claims and expenses of every kind, arising from or growing out of, directly or indirectly, (a) the construction, existence, use, condition, maintenance or repair of said road: (b) injury to or death of any person (Licensee, Licensee's Members and/or Licensee's Invitees) whomsoever may enter upon or use said road; (c) loss of or damage to property in the possession of any such person while on or about said road; (d) any accident or collision at the point of ingress and egress; or (e) the violation by Licensee, or by any of its invitees, of any of the terms or provisions of this License.
- 8. Licensee shall procure and maintain during the life of this agreement General Liability Insurance which will insure the indemnity undertakings herein set forth. Such insurance shall provide coverage of at least \$1,000,000.00 for bodily injury per person and \$2,000,000.00 aggregate bodily injury per accident, and \$2,000,000.00 for property damage. Licensee shall furnish the Railroad with a certificate evidencing that such insurance is in full force and effect and that the same will not be canceled without at least thirty (30) days' advance written notice by the insurance carrier to the Railroad. Licensee will provide certificate of insurance and an endorsement showing Railroad as an additional insured with waiver of subrogation.
- 9. Railroad reserves the right to use its property in any manner desired and at any time and shall have the right to use and cross over all improvements constructed upon the property without charge by Licensees'.

"LICENSE FOR PRIVATE PROPERTY LEASE AGREEMENT CONTINUED"

- 10. Licensee shall provide Railroad with adequate advance notice before doing any work on the Railroad's ROW.
- 10.1 All other notices and communications concerning this License shall be addressed to <u>Licensee</u> at the address set forth herein, and to <u>Railroad</u> at the address set forth herein; <u>or</u> at such other address as either party may designate in writing to the other.
- 10.2 Unless otherwise expressly stated herein, <u>all</u> such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt of (b) addressee's refusal of delivery.
- 11. Neither this License nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person.
- 12. This License shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the Affiliates, successors and assigns of Railroad, and the Affiliates, successors and assigns of Licensee. This agreement is not assignable without prior written consent of the Railroad.
- 12.1 Any term or provision of this License which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this License in any other jurisdiction. If any provision if this License is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable. Any determination that the application of any provision of this License to any person or circumstance is illegal or unenforceable shall not affect the enforceability of validity of such provision as it may apply to any other persons or circumstances.
- 12.2 Each party represents to the other that it has full power and authority to enter into this License and that the persons signing below on behalf of each such party have been duly authorized to execute this License.
- 12.3 Licensee will compensate the Railroad for the use of its property in the amount of Two Dollars (\$200.00) for the term of this agreement.

SECURITY, FIRE & MEDICAL AGREEMENTS (PROCEDURE & PLAN DOCUMENTATION WITHHELD FOR SAFETY PURPOSES)

Wild West Security Llc. 1642 S Research Loop #150-160 Tucson, AZ 85710 AZ Lic. #1600769 520-977-6334

Security Contract

This Security Contract (the "Contract") states the terms and conditions that govern the contractual agreement between Wild West Security LLC, having its principal place of business at 1642 S. Research Loop #150-160 Tucson, AZ 85710 (the "Company"), and Country Thunder Arizona (the "Client") who agrees to be bound by this Contract.

WHEREAS, the Company offers certain security services and the Client maintains a property located at 20585 E Water Way, Florence, AZ 85132 (the "Premises") and would like to engage the Company for its services according to the terms and conditions herein.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties within this Contract, the Company and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

- SECURITY SERVICE. The Company shall perform all the services on or about the Premises for the Client as described below:
 - a. Provide the requested number of guard's, supervisors and management staff by the client Monday April 7, 2025 through Monday April 14, 2025
 - b. The Company shall be responsible for providing its security officers with the necessary uniform/state approved polo shirt, Arizona Guard Card (unless position does not require), communication tools, etc. at its own expense.
 - c. Properly trained staff for drinking age verification.
 - d. Company shall provide 2 of its own side by side vehicles

CLIENT. The client shall provide to the company the items described below:

- a. Provide a large enough secure camping area for the total requested guards, able house several large trailers (12) and a 40x40x10 foot tent along with individual camping equipment. Area to be fenced in with opening wide enough for single vehicle. To be placed after camp setup complete.
- Access to adequate power for site to power trailers, cooking equipment, lights and coolers.
- c. Access to running water in camp area for portable showers.
- d. One (1) Casita for operations center and office as close to compound as possible.
- e. 40x40x10 Tent for security teams sleeping quarters. Provided by ProEm



- f. Four (4) large AC coolers for Security Compound Tents if weather requires for each tent. Provided by ProEm
- g. 2 Golf Carts for Catering team and Breakers
- 2. PAYMENT. The Client shall pay the Company 50% deposit of the estimated billable hours before the first scheduled shift in consideration for the performance of the security services described previously. The final difference shall be paid at completion of event upon receipt of an undisputed invoice. Failure of Client to submit final payment within fourteen (14) days, after services rendered shall be subject to a 2.5% late fee daily until payment is received in full. If payment is not submitted electronically it must be mailed and postmarked no later than fourteen (14) days, upon receipt of undisputed invoice, in the form of a check payable to: Wild West Security LLC. At this address: 1642 S. Research Loop #150-160 Tucson, AZ 85710.

The Company shall be compensated for its services in accordance with the cost estimate below.

- a. Unarmed security personnel- \$28.00 p/h
- b. Unarmed Security Supervisors -\$29.00 p/h
- c. Security Managers-\$32.00 p/h
- d. Security Operations -\$32.00 p/h
- e. Infrastructure-\$49,400.00

TOTAL ESTIMATED COST: \$268.120.00

Final cost will be supported with itemized invoice of billable hours and additional agreed upon costs, INT

A minimum of four (4) hours will be charged to the Client for each security officer provided by the Company at the request of the Client and subsequently not utilized by the Client.

- 3. CANCELLATION/ADDITION. There shall be no charge to the Client for a cancellation, if a written notice is provided to the Company at least Thirty (30) days prior to the commencement of work specified in the Term section above. If the Client cancels an event by providing less than Thirty (30) days written notice, the Client shall pay the Company thirty percent (30%) of the estimated billing cost
- 4. INDEMNIFICATION. If the Client is found to be negligent, the Client agrees to hold harmless, indemnify, defend, and protect the Company from and against all lawsuits and costs of every kind pertaining to the Client's use of the security services including reasonable legal fees.

Client shall assume all risk of loss or physical damage to its plant, facility, equipment, or any other property, occurring as a result of fire, earthquake, flood, theft, pilferage, robbery, vandalism, or other casualty, and Client waives any right of recovery against the Company for any loss or damage resulting from any such risk, unless Company is found to be negligent in its duties.

It is expressly understood and agreed that under no circumstances will the Company be responsible for the theft or other loss of Client's property not directly attributable to the Company personnel, agents and/or servants, unless Company s found to be negligent in its duties.

- 5. NO MODIFICATION UNLESS IN WRITING. No modification of this Contract shall be valid unless in writing and agreed upon by both Parties.
- 6. APPLICABLE LAW. This Contract and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Arizona and subject to the exclusive jurisdiction of the federal and state courts located in Pima County, Arizona.
- 7. NON POACHING AGREEMENT. The Client agrees to not solicit Employees of Wild West Security for services or employment outside of the terms of this contract, which includes but is not limited to offering full time or part time employment directly for the Client within sixty (60) days of a Wild West Security employee's resignation or termination. Violation of this policy will result in compensation to the Company for the average revenue of the specific employee for a thirty (30) day period

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

CLIENT:	Wild We	est Security Inc.
BY:	BY: X Mas	h al
Print Name: Ted Gross	Print Name:	Mark Cohen
Director of Emergency Managment Title:	Title:	Owner / President
Date:Feb 7, 2025	Date:	January 20, 2025

WILD WEST SECURITY

1642 S. RESEARCH LOOP #150

TUCSON, AZ. 85710

520-977-6334

TOTALS-COUNTRY THUNDER . April 8-15, 2024

LOAD IN	\$27,768.00
THURSDAY SHOW	\$ 43,380.00
FRIDAY SHOW	\$ 42,680.00
SATURDAY SHOW	\$45,220.00
SUNDAY SHOW	\$43,488.00
SPONSORS	\$8,344.00

4 Roamers show days \$5,824.00 11am-12am

Load Out \$2,016.00

\$ 218,720.00

INFRASTUCTURE/MISC \$49,400 TENTS / BEDS/ GENERATORS CATERING CAMP LIGHTING /COOLING SYSTEM FOR TENTS

TOTAL \$268,120.00
DEPOSIT DUE \$134,060.00
BALANCE OWED \$134,060.00

DUE BY 4/20/2025

SPECIAL SERVICES AGREEMENT (Florence Fire & Medical Department)
TOWN OF FLORENCE, ARIZONA, an Arizona municipal corporation AND
Country Thunder West LLC CLIENT
DATE: <u>2025</u>

SPECIAL SERVICES AGREEMENT

THIS SPECIAL SERVICES AGREEMENT (the "Agreement") is made between the **TOWN OF FLORENCE**, an Arizona municipal corporation (the "**Town**") and **Country Thunder West, LLC** a corporation (the "**Client**"), to provide for the payment of fees for special services to be rendered by the Town to the Client upon the request of the Client. The Agreement is entered into on January 1, 2025 (the "Effective Date").

RECITALS

- A. Client owns rents or leases certain property outside the corporate limits of Florence, Arizona, and more particularly described as <u>Country Thunder West, LLC at Canyon Moon</u> Ranch, 20585 Price Road, Florence, Arizona 85132 (the "Property").
- B. Client desires to have extra or special services, including stand-by fire protection services (the "Fire Services") present upon the Property for five days, from Wednesday, April 10, 2025, at 12:00 pm to Monday, April 15, 2025, at 12:00 pm during the Country Thunder Event 2025 (the "Event") and as described in **Exhibit "A"** which is attached hereto and incorporated herein.
- C. The Town of Florence agrees to provide the Fire Services to Client, as more fully described below utilizing the the available Florence Fire Department equipment defined in **Exhibit "B"** which is attached hereto and incorporated herein.
- **NOW, THEREFORE,** in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Client, intending to be legally bound, agree as follows:

AGREEMENT

- 1. Client requests and Town agrees to provide the Fire Services at the Property. The number of personnel required, and times of service will be determined by the Town of Florence Fire Chief and Client. It is expressly agreed that the Town will not provide EMS service or EMS transportation service as part of this Agreement. Client and Town agree that all personnel providing the Fire Services shall be active members of, or personnel assigned to, the Town of Florence Fire Department. Client shall pay both the Flat Fee and Attendee Fee to the Town of Florence for the Fire Services provided by the Town.
- 2. All personnel shall report for duty when providing the Fire Services in Town of Florence Fire Department marked vehicles and shall be equipped with official Town of Florence Fire Department issued equipment. The number of and type of fire response vehicles and related equipment dedicated to providing the Fire Services during the Country Thunder Event by the Town of Florence and the Florence Fire and Medical Department will be determined by the Town of Florence Fire Chief and as described in **Exhibit "B"**.

3. The Client agrees to acquire EMS service and EMS transportation service from another source.

In return for the provision of such above-described services by the Town during the Event, Client agrees to compensate the Town in the amount of <u>Sixty Six Thousand Five Hundred Seventy six Dollars (\$66,576)</u> as more particularly described in <u>Exhibit "A"</u> and "B" to this Agreement, and which amount is the "Flat Fee" for Fire Services, which are not pro-ratable on either an hourly or daily basis and are due and must be paid to Town on the Effective Date. The Flat Fee is non-refundable. In addition to the Flat Fee, Client shall pay the Town two percent (2%) of all ticket sales and camping site sales for the Country Thunder Event 2025, payable to the Town on June 1, 2025 (the "Attendee Fee").

- 4. During the Event Client agrees to provide Town the following:
 - a. Unobstructed access throughout the Property for on-duty personnel.
 - b. A Fire Site Map which is attached as **Exhibit "C"** incorporated herein.Portable event radios (specific number to be determined by command staff)
 - c. Fenced in from general public access and with a CT supplied gate attendee, space for a fire station compound to be located adjacent to the medical tent area and south of the east venue entrance into the bowl, with access to generator power and water hookups. Space will be sufficient to place up to three mobile facility units for crew quarters to be obtained by Town, and up to five (5) fire apparatus.
 - d. Fenced in from general public access and with a CT supplied gate attendee, space for a second fire station compound to be located on the Property as needed with access to generator power and water hookups. Space will be sufficient to place one mobile facility for crew quarters to be obtained by the Town, and up to two (2) fire apparatus
 - e. Meal passes for all assigned personnel.
 - f. Access to on-site water trucks and/or fixed water supply as necessary. Costs associated for water utilized for firefighting purposes shall be the responsibility of the client.
- 5. The Town Does Not Agree to provide the following: The Client acknowledges and agrees that the Town is not responsible for creating a fire plan for the Country Thunder Event 2025 as part of the Fire Services. Pre-event inspections of the venue will be conducted by a contractor hired by the Client or the State Fire Marshal in conjunction with the Pinal County Building Official.
- 6. To the fullest extent permitted by law, Client, its successors, assigns and guarantors, shall pay, indemnify, defend, hold harmless the Town of Florence, its Mayor, Council members, agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and

handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Client relating to the activities of the Country Thunder Event 2025, including Fire Services in the performance of this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Client's and subcontractor's employees.

- 7. The Client shall be responsible for primary loss investigation and defense and judgment costs where the Indemnification applies. The Client's obligations under this Section shall survive the expiration or earlier termination of this Agreement. The insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude, or applicability of the insurance provisions.
- 8. Fire site map is attached hereto and incorporated herein as "Exhibit C."
- 9. Unless otherwise specified herein, this Agreement shall automatically terminate upon the conclusion of the Event as specified above, except the Indemnification obligations of Client shall survive for one year following the expiration or termination of this Agreement.
- 10. Any notices required to be sent pursuant to this Agreement shall be addressed as follows.

To Client:

County Thunder West, LLC

730 North Gallatin Pike

Madison, TN

866.388.0007 telephone info@countrythunder.com Attention: Executive Director

To Town:

Town of Florence

PO Box 2670

Florence, Arizona 85132

520-868-7552

520.868.7564 facsimile

Attention: Town Clerk's Office

11. General Provisions

a) <u>Default</u>. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of thirty (30) days (the "Cure Period") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the way said default may be satisfactorily cured, if possible.

- b) <u>Waiver</u>. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Client of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.
- c) <u>Incorporation of Recitals and Exhibits</u>. The Recitals stated above, and the exhibits attached hereto are incorporated by this reference into this Agreement.
- d) Remedies for Default. If a party to this Agreement is in material default under any provision of this Agreement that has not been cured (or is not capable of cure), the non-defaulting party shall be entitled to any other right or remedy that it may have under this Agreement, at law or in equity.
- e) Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.
- f) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.
- g) <u>Exhibits</u>. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.
- h) <u>Further Acts</u>. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- i) <u>Successors and Assigns</u>. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the Town and Client and their respective successors and assigns.
- j) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Client and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
- k) <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous

Agreements, representations, and understandings of the parties, oral or written, are hereby superseded, and merged herein.

- 1) <u>Amendment</u>. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.
- m) <u>Governing Law</u>. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona. Any disputes arising under this Agreement will be heard in the Superior Court of the State of Arizona, in and for Pinal County.
- n) <u>Conflicts of Interest</u>. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
- o) Good Standing/Authority. The Client represents that it is a validly existing corporation under the laws of the state of Arizona. The Town represents that it is a political subdivision of the state of Arizona and is authorized to enter into this Agreement. Both Parties represent and warrant that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- p) <u>Severability</u>. In the event that (i) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (ii) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such invalid term or portion of the Agreement may be severed herefrom and the validity and enforceability of the remainder of the Agreement shall not be affected.
- q) <u>Insurance</u>. During the term of the Agreement, Client, at Client's sole cost, shall maintain public liability insurance with both the Town of Florence and Client named as insureds in amounts not less than \$2,000,000 with respect to physical damage to property and death or personal injury to any number of persons. All Liability Insurance required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of this Agreement, the Town of Florence, its elected officials, officers, employees, and agents as additionally insured.

r) Additional Insureds.

It is expressly understood that the Liability Insurance shall be endorsed to the effect that it is primary to any other similar or incidental insurance carried by Town and that Town's liability coverage, if any, shall be considered noncontributing and excess. Town reserves the right to amend the requirements herein any time during the Agreement subject to at least 72 hours' notice to Client Insurer.

To the extent permitted by law, Client waives all rights of subrogation or similar rights against the Town.

Contemporaneously, with the Effective Date, Client shall deliver to Town a certificate and endorsement of Client's insurer evidencing all the insurance required to be maintained under this Agreement by Client.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN: TOWN OF FLORENCE,	an Arizona municipal corporation.				
B	1/21/25				
Bruce Walls, Town Manager	Date				
ATTEST:	APPROVED AS TO FORM:				
Lisa Garcia, Town Clerk	Clifford L. Mattice, Town Attorney				
,					
CLIENT: COUNTRY THUNDER West, LLC					
By:					

Executive Director

01/01/25

Its:

Date:

Exhibit "A" (Fire Services) THE COUNTRY THUNDER EVENT 2025 STAFFING AND COST FOR 2025

Staffing Schedule

Wednesday -12:00 p.m.

- o Battalion Chief
- o Captain, Engineer, 2-Firefighter's

Thursday -7:00 a.m. Through Monday -7:00 a.m.

- o Battalion Chief
- o 2-Captain's, 2-Engineer's, 4-Firefighter's

Monday – 7:00 a.m. – 12:00 p.m.

- o Battalion Chief
- o Captain, Engineer, 2-Firefighter's

Personnel: \$42,032	HOURLY RATE	HOURS A	COSTS	
1 Battalion Chief	\$80.00	19/96/5	W/Th/F/Sa/Su/M	\$9,680
1 Fire Captain	\$73.00	19/96/5	W/Th/F/Sa/Su/M	\$8,760
1 Fire Captain	\$73.00	96	Th/F/Sa/Su	\$7.008
1 Engineer	\$61.00	19/96/5	W/Th/F/Sa/Su/M	\$7,320
1 Engineer	\$61.00	96	Th/F/Sa/Su	\$5,856
2 Firefighter's	\$47.00	19/96/5	W/Th/F/Sa/Su/M	\$5,640
2 Firefighter's	\$47.00	96	Th/F/Sa/Su	\$4,512
Rentals: Station Quarters x2				\$5,500
Total				\$85,755.36
*Less Equipment Discount				\$19,179.36
Total "Flat Fee"				\$66,576

Discount based on ticket and campsite sales and service fee revenues received by the Town of Florence.

Total Flat Fee amount is due on the Effective Date of this Agreement.

Exhibit "B"

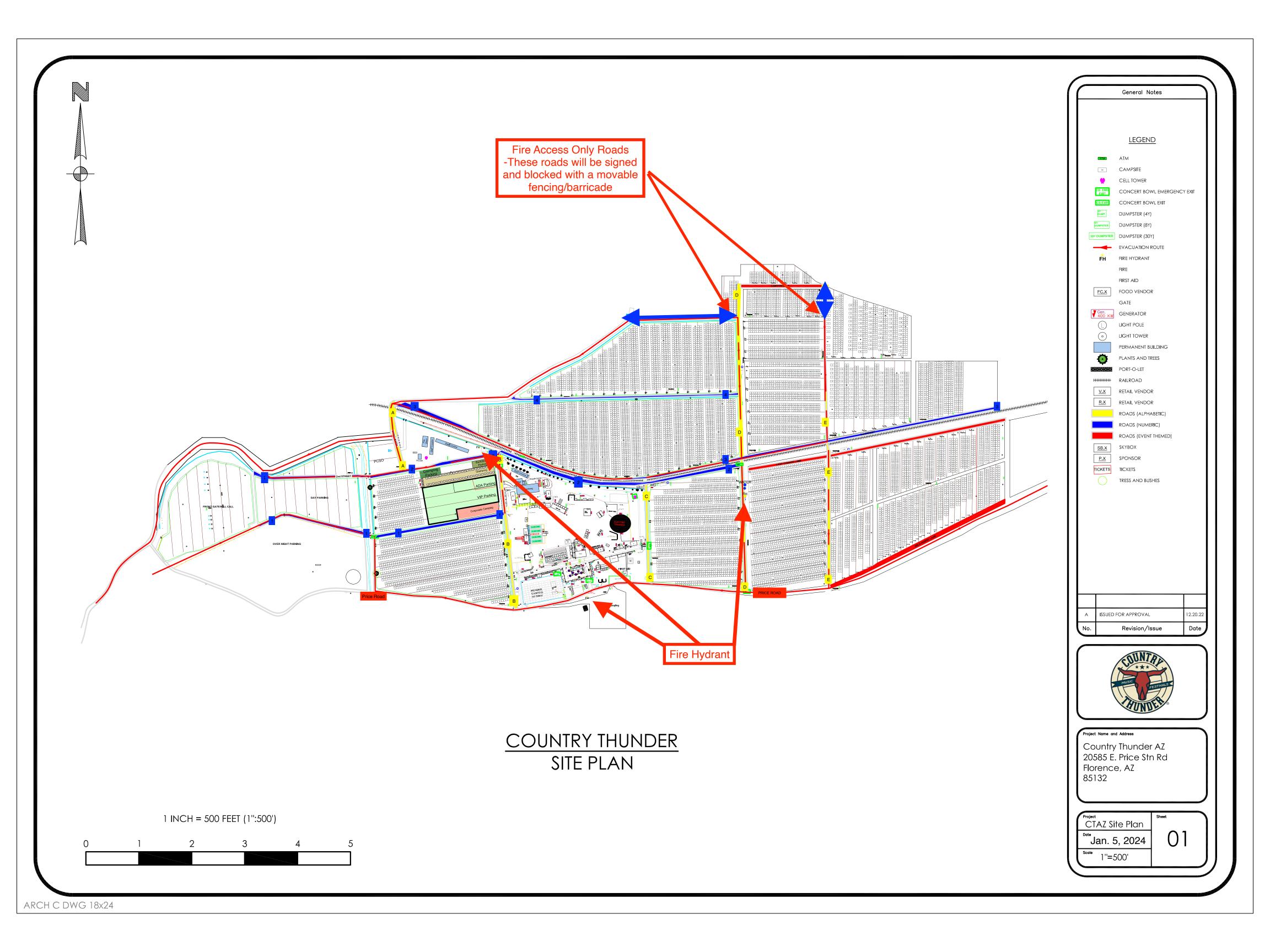
TOWN OF FLORENCE EQUIPMENT

Fire Chief has the sole discretion as to which vehicles and related equipment will be used to provide the Fire Services at the County Thunder Event 2025.

EQUIPMENT COSTS PER DEFM

Vehicle Description	Hourly Rate	Day 1 11 HRs	DAY 2 24 Hrs	Day 3 24 Hrs	Day 4 24 Hrs	Day 5 24 Hrs	Day 6 11 Hrs	Todal
Engine Type 1	\$159.00	\$1,749.00	\$3,816.00	\$3,816.00	\$3,816.00	\$3,816.00	\$1,749.00	\$18,762.00
Ladder Type 1	\$220.55	\$2,426.05	\$5,293.20	\$5,293.20	\$5,293.20	\$5,293.20	\$2,426.05	\$26,024.90
Support Tender Type 2 (Water Truck)	\$144.00	\$1,584.00	\$3,456.00	\$3,456.00	\$3,456.00	\$3,456.00	\$1,584.00	\$16,992.00
Type 3 Brush Truck	\$145.00	\$1,595.00	\$3,480.00	\$3,480.00	\$3,480.00	\$3,480.00	\$1,595.00	\$17,110.00
Type 6 Brush Truck	\$98.00	\$1,078.00	\$2,352.00	\$2,352.00	\$2,352.00	\$2,352.00	\$1,078.00	\$11,564.00
Ambulance Basic Life Support	\$64.00	\$704.00	\$1,536.00	\$1,536.00	\$1,536.00	\$1,536.00	\$704.00	\$7,552.00
Ambulance Advanced Life Support	\$64.00	\$704.00	\$1,536.00	\$1,536.00	\$1,536.00	\$1,536.00	\$704.00	\$7,552.00
Battalion Chief Truck	\$150.00	\$1,650.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$1,650.00	\$17,700.00
ATV Regular	\$200.00	\$2,200.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$2,200.00	\$23,600.00
CERT Rehab Truck	\$26.01	\$286.11	\$624.24	\$624.24	\$624.24	\$624.24		\$3,069.18
CERT Pickup	\$196.00	\$2,156.00	\$4,704.00	\$4,704.00	\$4,704.00	\$4,704.00	\$2,156.00	\$23,128.00
CERT Trailer	\$7.29	\$80.19	\$174.96	\$174.96	\$174.96	\$174.96	\$80.19	\$860.22

Exhibit "C"FIRE SITE PLAN





MEDICAL STANDBY SERVICES AGREEMENT

THIS AGREEMENT is made between the American Medical Response company ("AMR") and the customer (the "Customer") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

WHEREAS, AMR is in the business of providing medical standby and medical transportation services;

WHEREAS, Customer has conducted an analysis of its medical standby and medical transportation needs, and has determined that such needs will be best met through a medical standby agreement with AMR;

NOW, THEREFORE, AMR and Customer do hereby agree as follows:

- 1. Provision of Services. AMR will provide the ambulance medical standby services described in Schedule "A" hereto (the "Services") to Customer on the terms and conditions specified herein for the venues or events described in Schedule "A" (the "Venues"). AMR agrees to supply the ambulance(s), personnel described on Schedule "A" and radios to communicate with the applicable emergency medical services agencies and communication centers. Customer agrees to supply radios for internal communications between AMR personnel and Customer personnel if desired by Customer.
- 2. Compliance. The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel providing Services will be licensed or certified at the level specified on Schedule "A", as required by applicable law.
- Standards. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry.
- Scheduling of Services and Responsibilities of Customer. During the term of this Agreement, and all extensions thereto, Customer agrees to:
 - a. Provide a written schedule of events at least three (3) days in advance of any event at which Services are required, and to notify AMR in writing of any changes thereto in a timely manner. Any cancellations made by Customer, less than twenty four (24) hours in advance will result in a four (4) hour minimum charge at the rates set forth in Schedule "A".

- b. Provide a secure area, to be agreed upon by AMR, for parking AMR's vehicles during each event. The parking area must provide for reasonable access in order to facilitate the timely transportation of any patients who require medical transportation.
- 5. Compensation and Billing. The Customer will pay AMR the amounts set out in Schedule "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, "Patients") requiring medical transportation, and any responsible third party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
- 6. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
- 7. Insurance. AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.
- 8. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
- 9. Term. The initial term of this Agreement shall commence on the Commencement Date set out in Schedule "A" hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "Term".
- 10. Termination. Each party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to confirm

that it will provide Services in response to a timely request made pursuant to Section 4.a, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR's loss or suspension of licensure necessary for the provision of the Services.

11. **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Customer:

ATTN: General Manager Country Thunder West, LLC. 730 Gallatin Park North Madison, TN. 37115

If to AMR:

Todd Jarmillo, MHA American Medical Response 617 W Main St Mesa, AZ 85201

With Mandatory Copy to:

Legal Department American Medical Response, Inc. 6363 S. Fiddlers Green Circle, 14th Floor Greenwood Village, Colorado 80111

- 12. Confidentiality. All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
- 13. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- 14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 15. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
- 16. Compliance Program and Code of Conduct. AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 18. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a

conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response
Signed by:
By:62CEE1868A3C409
By:62CEE1868A3C409
Print Contact Name: <u>Todd Jaramillo, MHA</u>
Print Contact Title: <u>Regional Director</u>
Print Contact Phone #: <u>602-329-7572</u>
Print Contact E-mail: <u>Todd.Jaramillo@gmr.net</u>
Country Thunder West, LLC.
Ву:
Print Contact Name:
Print Contact Title: <u>Director of Emergency Management</u>
Print Contact Phone #:_6159069665
Print Contact E-mail: ted@countrythunder.com
Customer Invoices Sent To:
ATTN: General Manager

730 Gallatin Park North Madison, TN 37115 Scott@countrythunder.com

520-840-0949



MEDICAL STANDBY SERVICES AGREEMENT

SCHEDULE "A"

PROVISION OF SERVICES

I. Medical Standby Services

If checked, AMR shall provide the following medical standby services (the "Services") at the following rates:

\boxtimes	"Advanced Life Support" or "ALS" ambulance and crew at the rate of See below;
	"Basic Life Support Service" or "BLS" ambulance and crew at the rate of See below
\boxtimes	"Advanced Life Support" or "ALS" level employee at the rate of See below;
\boxtimes	"Basic Life Support Service" or "BLS" level employee at the rate of See below;

The personnel staffing the ambulance(s) shall provide first aid, emergency care and, when necessary, medical transportation, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice.

Description of Services includes but is not limited to:

American Medical Response shall provide emergency and non-emergency medical treatment and/or transportation services to all individuals that might need medical care during the 2025-2029 Country Thunder West event.

- 1. American Medical Response will provide ALS equipment, and beds to staff the Medical Tent for the medical evaluation, care, and treatment for the medical need of patients.
- 2. American Medical Response shall transport all patients received from the country Thunder event expeditiously to the closest available medical facility, if transport is needed.
- 3. American Medical Response will provide adequate numbers of radios for communication with the necessary departments and individuals of Country Thunder and/or American Medical Response for emergency response.
- 4. ALS Ambulance shall be defined as a minimum of one (1) EMT-Basic and one (1) Paramedic that is transport capable according to rules defined by Arizona Department of Health Services (ADHS).
- 5. Medical Tent shall be staffed by a minimum of one (1) EMT-Basic and (1) Paramedic.
- 6. Medical Cart shall be staffed by a minimum of one (1) EMT-Basic and one (1) Paramedic.
- 7. Concert bowl shall be staffed by a minimum of (2) EMT- Basic providers, Friday, Saturday, and Sunday of the event with wheelchairs provided by American Medical Response.

Country Thunder West will provide American Medical Response the following, but is not limited to:

- 1. Provide a Medical Tent that is 40' by 40' on concrete pad that is enclosed and covered with a large evaporative cooler for cooling and a heat source for heating to serve as Medical Tent Main.
- 2. Provide appropriate lighting for the Medical Tents.
- 3. Provide four six (6) foot tables, and fourteen (14) chairs in the Medical Tent.
- 4. Provide space next to the Medical Tent to place two (2) RV's and large trailer for use as a command post.
- 5. Provide electrical service to the RV's as well as sewage pumping service throughout the event. Sewage pumping is to be done on a daily basis or as needed/requested by American Medical Response.
- 6. Provide a generator that shall only be used for the Medical Tent and the command post/RV.

Other Definitions:

- "American Medical Response" shall include its employees, officers, directors, principals, agents, representatives, subsidiaries and subcontractors.
- 2. "Services" means the Description of Services set forth above which shall be covered for payment by Customer and subject to this Agreement.
- 3. "Customer" shall mean Country Thunder West LLC, contracting with American Medical Response for emergency and nonemergency transportation services on behalf of its employees, invitees, customers or other party. The meaning of Customer shall include its employees, officers, directors, principals, agents, representatives, and subcontractor.

Rate Schedule for Standby Services

Unit ID	2025	2026	2027	2028	2029
Supervisor	\$56.10	\$57.78	\$59.52	\$61.30	\$63.14
Solo EMT	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Dispatcher	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
Cart Team	\$81.60	\$84.05	\$86.57	\$89.17	\$91.84
ALS Med Tent Team	\$81.60	\$84.05	\$86.57	\$89.17	\$91.84
ALS Ambulance	\$155.00	\$165.00	\$175.00	\$185.00	\$195.00

Standby Fees: Ticket packages with a face value of the ticket package including parking (\$3,500) will be deducted from the total amount billed; the remaining balance will be invoiced to the customer in the event Customer requests an increase in services, subject to availability of resources and materials as determined by American Medical Response in its sole discretion, American Medical Response may provide such additional services and charge for such at its customary time and material rates, unless the parties previously agree in writing to a mutually acceptable rate adjustment for the proposed additional services.

II. Service Area:

Services shall be provided in and around Country Thunder Florence, Arizona and in other locations as may be agreed upon by the parties.

III. Commencement Date

The Commencement Date referred to in Section 9 of this Agreement shall be: 1.1.2025 and the 4.30.2029 ("Expiration Date")