

CITY COUNCIL REPORT



Meeting Date: January 13, 2026
General Plan Element: *Community and Economic Development*
General Plan Goal: *Sustain Scottsdale as a tourist destination*

ACTION

The Thunderbirds Parking Agreement. Adopt Resolution No. 13579 authorizing Contract No. 2026-014-COS, Westworld Parking and Event Agreement with the Thunderbirds for temporary parking for the WM Phoenix Open golf tournament and related activities at the TPC golf course and establishing a fee per paid attendee for access and parking.

BACKGROUND

On December 10, 1985, the City of Scottsdale (City) entered into a lease and management agreement 1985-060-COS with the Tournament Players Club of Scottsdale, Inc. (TPC) and the PGA Tour, Inc. (Tour), for management of the operation of the city's TPC golf facilities, located on Bureau of Reclamation (BOR) land and city parcels north of the Central Arizona Project Canal and east of Scottsdale Road. These facilities provide a high-quality golf experience for Scottsdale residents and visitors. The PGA Tour also annually hosts the Waste Management Phoenix Open (WMPO), the Tour's largest annual attended golf event, that draws visitors to Scottsdale from across the globe. The Thunderbirds have sponsored the annual WMPO for 83 years.

In 2021, the City of Scottsdale entered into an agreement with The Thunderbirds which authorized the Thunderbirds to utilize Westworld, Scottsdale Sports Complex, Bell94 Sports Complex, and Reata Sports Complex for parking and other related tournament functions because of State Trust land sales limiting the ability to accommodate public parking. Under this agreement, the Thunderbirds paid the city a per-attendee Base Use Fee structured as follows: \$1.00 per paid attendee in 2021, \$2.00 per paid attendee for the 2022-2024 tournaments, and \$3.00 per paid attendee for the 2025 tournament. This agreement expired in 2025.

The city desires to execute a one-year "WestWorld Parking and Event Agreement" with the Thunderbirds which would continue a fee per paid attendee for access and parking at City owned facilities. (WestWorld, Scottsdale Sports Complex, Bell94 Sports Complex and Reata Sports Complex). The agreement requires a fee of \$3.00 per paid attendee for Fiscal Year 25/26. These fees are deposited into a special revenue account that will be available to support improvements, repairs, utility costs, debt service, and maintenance to the access and parking at the city owned facilities.

City Council Report | The Thunderbirds Parking Agreement for User Areas

The effective date of the Agreement is December 24, 2025, to accommodate The Thunderbirds' need for early access to the Bird's Nest area to begin tournament preparations, ahead of the next available Council meeting on January 13, 2026.

IMPACT ANALYSIS

These fees will continue to support improvements, repairs, utility costs, debt service and maintenance to the access and parking at the city owned facilities.

OPTIONS & STAFF RECOMMENDATION

Adopt Resolution No. 13579 authorizing Contact No. 2026-014-COS, WestWorld Parking and Event Agreement, for access and parking during the 2026 Waste Management Phoenix Open.

RESPONSIBLE DEPARTMENT(S)

Enterprise Operations, Parks and Recreation

STAFF CONTACT(S)

Chris Walsh, Deputy Parks and Rec Director, 480-312-2551, cwalsh@scottsdaleaz.gov

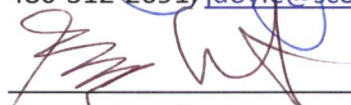
Will Lofdahl, WestWorld General Manager, 480-312-6807, wlofdahl@scottsdaleaz.gov

APPROVED BY



Judy Doyle, Deputy City Manager
480-312-2691, jdoyle@scottsdaleaz.gov

12.23.2025
Date



Greg Caton, City Manager
480-312-7759, gcaton@scottsdaleaz.gov

12/23/2025
Date

ATTACHMENTS

1. Resolution No. 13579
2. Contract No. 2026-014-COS

RESOLUTION NO. 13579

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO. 2026-014-COS, WESTWORLD PARKING AND EVENT AGREEMENT WITH THE THUNDERBIRDS FOR TEMPORARY PARKING FOR THE WM PHOENIX OPEN GOLF TOURNAMENT AND RELATED ACTIVITIES AT THE TPC GOLF COURSE AND ESTABLISHING A FEE PER PAID ATTENDEE FOR ACCESS AND PARKING.

WHEREAS, City desires to provide temporary parking for persons attending the WM Phoenix Open golf tournament and related activities at the TPC golf course; and

WHEREAS, City and The Thunderbirds wish to enter into an agreement to allow the Thunderbirds to use certain City facilities for temporary parking for persons attending the WM Phoenix Open golf tournament and related activities at the TPC golf course; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council authorizes Contract No. 2026-014-COS, WestWorld Parking and Event Agreement with The Thunderbirds for temporary parking for the WM Phoenix Open golf tournament and related activities at the TPC golf course and establishing a fee per paid attendee for access and parking.

Section 2. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-014-COS with The Thunderbirds.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this ____ day of _____, 2026.

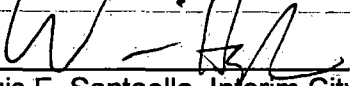
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, Interim City Attorney
By: William Hylan, Deputy City Attorney

WESTWORLD PARKING AND EVENT AGREEMENT

THIS WESTWORLD PARKING AND EVENT AGREEMENT (the "Agreement") is made and entered into by and between City of Scottsdale, an Arizona municipal corporation ("City"), and The Thunderbirds, an Arizona non-profit organization ("TT")

RECITALS

A. City is the operator of the WestWorld Recreational Facility, Bell94 Sports Complex, Reata Sports Complex, Scottsdale Sports Complex (collectively, the "Use Areas").

B. City operates the WestWorld Recreational Facility and the WestWorld Sports Complex pursuant to an agreement (the "BOR Agreement") with the United States Bureau of Reclamation ("BOR") and various other recorded and unrecorded documents governing use of the WestWorld Recreational Facility (collectively the "Site Documents").

C. TT desires to use the Use Areas for a certain event (the "Event") during 2026. The Event is briefly described as follows:

A public temporary parking lot for persons attending the WM Phoenix Open golf tournament and related activities at the TPC golf course ("Golf Tournament").

D. City desires to grant to TT a license to use certain portions of the Use Areas for the Event (the "Permitted Uses") subject to the requirements of this Agreement.

E. The Permitted Uses include and are limited to activities that are directly related to the theme of the Event as described above such as:

1. Automobile parking.
2. Shuttle stops.
3. Ride Share.
4. Directing traffic.
5. For the Scottsdale Sports Complex only, entertainment, including music concerts, and displays and exhibits in areas designated by City.
6. Staging for the Event during the periods TT is permitted to use the respective portions of the Use Areas as set forth in this Agreement.

F. The Permitted Uses do not include activities that are not directly related to the theme of the Event as described above, such as:

1. Sales or display of goods or services, including retail food and non-alcoholic beverages

2. Gatherings of people for purposes other than parking except as provided above for the Scottsdale Sports Complex.

3. Displays or exhibits, except as provided above for the Scottsdale Sports Complex.

G. City and TT also desire to provide for incidental goods and services (such as tables, lighting and tractor work) in support of the Events (the "Operations Support").

H. As part of this Agreement, City will provide specified Operations Support at no additional cost to TT (the "Base Operations Support") and TT will pay for any additional Operations Support that City may provide at TT's request (the "Extra Operations Support").

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by TT, and the covenants and agreements contained herein to be kept and performed by TT, and other good and valuable consideration, City and TT agree as follows:

I. SCHEDULES AND USE AREAS

1. Schedules and Use Areas. City hereby grants to TT a license to use the Use Areas as follows:

1.1 Event Schedule. The Event shall take place during the following period (the "Event Period"):

1.1.1 The first and last days of the Event Period in 2026 are January 31st and February 8th.

1.2 Event Move-in and Event Move-Out. TT shall have access to the portions of the Use Areas to be used for parking and related functions (the "Parking Facilities") to set up for the Event as follows:

1.2.1 WestWorld Recreational Facility: beginning Monday before the first Event day and ending 48 hours after the end of the Event. The period between such Monday, and the first day of the Event is the "Move-in Period", and from the last day of the Event to the following Tuesday, is the "Move-out Period". TT shall cause all personnel and all vehicles, tents and other personalty to be removed from the WestWorld Recreational Facility and shall cause the WestWorld Recreational Facility to be completely cleaned as required by this Agreement no later than the last day of the Move-out Period.

1.2.2 Bell94 Sports Complex: beginning 7 days prior to first Event day and ending 2 days after the Event Period.

1.2.3 Reata Sports Complex: beginning 7 days prior to the first Event day and ending 2 days after the Event Period.

1.2.4 Scottsdale Sports Complex: beginning 30 days prior to the first Event day except for beginning 45 days prior to the first Event day for the Bird's Nest as marked on Exhibit D2 and ending 15 days after the Event Period.

1.2.5 TT's use of the WestWorld Recreational Facility for move-in for the Event is subject to the exceptions specified in **Exhibit "B"**, and the move-out for the Event is subject to the exceptions specified on **Exhibit "C"**.

1.3 Event Use Areas. Except as otherwise provided in this Agreement, TT shall have exclusive use and control of the Use Areas during the Event Period, and the respective Move-in and Move-out Periods. The Use Areas are the areas described on **Exhibit "D1"** and **"D2."** If City removes any such Use Areas or otherwise makes such Use Areas unavailable, City shall provide similar quality replacement Use Areas.

1.3.1 TT shall not use the WestWorld Recreation Facility on January 31 and February 1.

1.4 City Supplied Operations Support. City shall provide to TT Operations Support for the Event as follows:

1.4.1 City shall provide to TT at no additional cost to TT only the Base Operations Support. The Base Operations Support for the Event consists only of the items listed on **Exhibit "E"** attached hereto. No other Operations Support will be provided at City expense. For example, none of the items on listed on **Exhibit "F"** attached hereto is included in the Base Operations Support for the Event.

1.4.2 Subject to availability, TT may purchase Extra Operations Support from City as provided elsewhere in this Agreement.

1.4.3 Unless clearly specified otherwise, City's obligation regarding all Operations Support is merely to provide the items listed. All set up, takedown and operation shall be performed by TT at TT's expense.

1.5 TT Supplied Items. In addition to the Operations Support, TT must independently provide the items listed on **Exhibit "G"** attached hereto. TT must obtain such items either from City as Extra Operations Support or through other sources.

1.6 Event Notice: No later than September 1 of each year, TT shall deliver to City a notice (the "Event Notice") containing the information specified on **Exhibit "H"**, along with any other information this Agreement may require. Within thirty (30) days after the Event Notice, City shall notify TT which portions of the Event Notice City approves and does not approve. TT shall revise the Event Notice as City directs. Once City approves the Event Notice, no changes are allowed unless City gives notice that City approves the change.

1.7 Additional Use Areas for WestWorld. The WestWorld Recreational Facility general manager shall have authority in his discretion to elect to agree with TT to extend the Use Areas to additional portions of the WestWorld Recreational Facility subject to payment of applicable prevailing Use Fees. Any agreed upon extension of the Use Areas shall be under the exclusive control of TT.

1.8 Reservation. Subject to prior notice to and approval, not to be unreasonably withheld, by TT, City reserves the exclusive, delegable right to use any portions of the Use Areas that TT is not actively, actually using from time to time.

1.9 No Real Property Interest. This Agreement creates only a license to use the Use Areas. City and TT do not intend that TT have a lease, easement or other real property interest.

1.10 Site Documents and Condition of Title. TT's rights hereunder are subject to the Site Documents. City will provide true and complete copies of the Site Documents as soon as practical, following the execution of this Agreement. From time to time, the City will provide true and correct copies of any amendments to the Site Documents, as they become available. The City will not modify, alter or amend the Site Documents to impair the rights of TT as provided in this Agreement. TT shall not violate the Site Documents. Without limitation, TT shall comply with the civil rights provisions of the BOR Agreement. This Agreement shall be subordinate to the provisions and requirements of all Site Documents and any other existing or future agreement or amendment between City and BOR, or any other governmental agency relative to the development, funding, operation or maintenance of the Use Areas.

1.11 General Use Limitations. Notwithstanding anything in this Agreement to the contrary, other than reasonable means of ingress and egress to the Use Areas, TT has no rights to use any area beyond the boundaries of the Use Areas. TT shall respect the contract and other rights of City and all other persons under contract with City to provide all manner of goods and services and conduct all manner of activities and business outside the Use Areas before, during, and after the Event.

1.12 Other Contracts. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not be interpreted in a way that:

1.12.1 Prevents City from performing its parking or other obligations with respect to Monterra's restaurant.

1.12.2 Allows TT (or requires City) to do anything that would interfere with access, parking or other rights or obligations relating to Monterra.

1.12.3 Prevents City from performing its obligations to the WestWorld food and alcohol vendor or other third parties with respect to provisions of food, alcohol or other services at the WestWorld Recreational Facility.

1.12.4 Allows TT (or requires City) to do anything that would interfere with rights or obligations relating to food, alcohol or other services.

II. TERM OF AGREEMENT

2. Term of Agreement. City hereby grants to TT a license to use the Use Areas subject to and conditioned upon TT's full, timely, complete and faithful performance of all performances and things to be performed or done hereunder by TT, and TT hereby accepts the license rights in regard to the Use Areas, as provided in this Agreement.

2.1 Original Term. The term of this Agreement shall commence on December 24, 2025, and terminate one year later.

2.2 Holding Over. In any circumstance whereby TT would continue using or occupying the Use Areas after the expiration of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement or any rights of TT under this Agreement.

III. TT'S PAYMENTS

3. TT's Payments. TT shall make various payments (collectively the "Use Fee") to City as follows:

3.1 Base Use Fee. TT shall pay to City an incremental annual amount (the "Base Use Fee") under this Agreement as a single combined amount to pay City for use of the Use Areas and the Base Operations Support. The amount of the Base Use Fee for TT's use of the Use Areas for the Event is \$3.00 per paid attendee of the Golf Tournament.

3.2 Additional Use Fee Items. In addition to the Base Use Fee, TT shall pay to City amounts for each of the following additional categories of Use Fee:

3.2.1 An amount (the "Extra Operations Support Use Fee") based on Extra Operations Support provided by City.

3.2.2 An amount (the "Extra Improvements Use Fee") based on TT's use of additional facilities above and beyond the facilities City is required to provide by this Agreement.

3.2.3 An amount (the "Damage Use Fee") based on damage to the Use Areas related to the Events.

3.2.4 All other amounts required by this Agreement.

3.3 Extra Operations Support Use Fee Amount. The amount of the Extra Operations Support Use Fee shall be the amount necessary to compensate City for TT's use of Extra Operations Support based on the agreed upon prevailing charges at the Use Areas for such support. The parties agree upon the schedule of Extra Operations Support Use Fee, set forth on Exhibit L, attached hereto. The Extra Operations Support Use Fee does not apply in regard to the Base Operations Support.

3.4 Damage Use Fee. The amount of the Damage Use Fee shall be the cost to repair any damage to any improvements or other items of City or others caused in any manner by the Event or any work or activity (other than by City or its contractors, agents and employees), under this Agreement, plus an additional ten percent (10%) of such cost for administrative expenses. Without limitation, such costs include damage to property, repair costs, diminished service life, increased repair frequency, inspection costs, etc.

3.5 Use Fee Payment Date. TT shall make Use Fee payments as follows:

3.5.1 This paragraph applies only to Base Use Fee. Within 30 days of the date of this Agreement, TT shall pay \$50,000 toward the Base Use Fee for the Event. TT shall pay all remaining Base Use Fee for the Event no later than 30 days after the Event.

3.5.2 This paragraph applies to all Use Fee other than Base Use Fee. TT shall pay all other Use Fee accrued as of the end of the Move-out Period for the Event no later than 30 days from the date of invoice.

3.5.3 Any Use Fee amounts accruing between Events, such as payments related to indemnities provided under this Agreement, shall be due at the end of the calendar month in which they accrue.

3.5.4 In the event an amount is not known in advance, City shall have the right to estimate the amount, with an adjustment to be made within sixty (60) days after the actual amount becomes known.

3.6 Use Fee Payment Location. Unless and until City gives notice otherwise, TT shall deliver all Use Fee payments to City's fee remittance processing center at 7447 E. Indian School Road, Scottsdale, AZ 85251.

3.7 Use Fee Amount Report. Each installment of Use Fee shall include a report showing the manner in which each component of Use Fee was calculated. The report shall itemize the attendance giving rise to the Use Fee. When requested by City from time to time, the reconciliation shall be accompanied by dated and signed journal entries and other documentation substantiating all amounts.

3.8 Security Deposit. [intentionally deleted.]

3.9 Late Fees. Should any Use Fee not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100). Furthermore, any Use Fee that is not timely paid shall accrue simple interest at the rate of two percent (2%) per month from the date the amount first came due until paid. TT expressly agrees that the foregoing represent fair and reasonable estimates by City and TT of City's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Use Fee. City shall have the right to allocate payments received from TT among TT's obligations.

3.10 Overstaying the Move-out Period. In the event TT fails to timely exit the Use Areas after any Event, without written consent or approval of City, then TT shall pay to City an amount equal to three times the amount stated on City's then applicable fee schedule for the use of the occupied portion of the Use Areas for each day or portion of a day until TT completely exits the Use Areas. Such payment covers the use of the areas occupied by TT and the administrative burden and business disruption that City will internally suffer due to a late departure, which are very difficult to value, but does not excuse TT's failure to timely exit the Use Areas or excuse TT from liability for any other harm caused by such failure. Such other harm that is not covered includes, without limitation, claims by other events waiting to move in.

3.11 Use Fee Amounts Cumulative. All amounts payable by TT hereunder or under any tax, assessment or other existing or future ordinance, law, or other contract or obligation to the City of Scottsdale or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be refundable or credited toward, substituted for, or set off against each other in any manner.

3.12 Use Fee Refunds. Use Fee is not refundable under any circumstances. Without limitation, any credit that this Agreement may provide against Use Fee that is not used in compliance with this Agreement is lost.

3.13 Prevailing Rates. When this Agreement refers to TT paying rack, posted, published, announced, ordinary, normal, regular or prevailing amounts or rates for goods or services, where such amounts are not specified herein (including in the Exhibits), it refers to the amount that TT publishes, posts, or charges for such goods or services on the date of this Agreement or at the time the goods or services are requested or delivered, at TT's election, at the lowest rate or amount otherwise charged to all other persons for comparable services, licenses, or goods. The current

posted rates are attached as **Exhibit "L"** and such rates are subject to change annually with City Council approval.

IV. USE RESTRICTIONS

4. **Use Restrictions.** TT's use and occupation of the Use Areas shall in all respects conform to the following cumulative provisions:

4.1 **Nature of Events.** All activities at the Use Areas shall be confined to the Permitted Uses. All other activities are prohibited except with City's prior written consent. If City grants permission for other activities, City may elect to charge additional Use Fees for such activities or impose such other conditions as City may desire.

4.2 **WestWorld Recreational Facility Rules and Regulations.** Without limiting TT's other obligations under this Agreement, TT shall comply with the WestWorld Recreational Facility rules and regulations as they may be amended by City from time to time as follows:

4.2.1 The current WestWorld Recreational Facility general rules and regulations are set out in **Exhibit "I"** attached hereto. City hereby grants exceptions to the rules and regulations as listed on **Exhibit "J"**.

4.2.2 When any requirements of any such rules, regulations (or of any updates promulgated by City, subject to limitations set out below) may conflict with any other such requirement or this Agreement, TT shall comply with the more restrictive requirement or with the requirements of this Agreement.

4.2.3 If City changes the rules and regulations between the date City approves the Event Notice for an Event and the date of the Event, City shall inform TT directly of the change.

4.3 **Actions by Others.** TT shall be responsible for compliance with this Agreement by all persons using the Use Areas under this Agreement or claiming through or under TT or this Agreement. TT shall inform its employees, vendors, exhibitors, attendees and other persons at the Use Areas related to the Event of the requirements of this Agreement as necessary to secure their compliance with this Agreement.

4.4 **Additional Activity Limitations.** The possession by anyone in the Use Areas of following additional items is prohibited, regardless of whether they are prohibited by the rules and regulations:

4.4.1 Firearms, ammunition (including live ammunition and blanks) except in the possession of sworn police officers who are on duty.

4.4.2 Knives, swords or other devices with a blade longer than six (6) inches except such materials in the possession of sworn police officers who are on duty.

4.4.3 Animals other than seeing eye dogs and similar animals providing assistance to a disabled person.

4.5 Event Opening. TT shall not commence the Event or permit the public to enter the Parking Facilities for the Event until after all of the following have occurred:

4.5.1 City's fire department has inspected the Event's set-up of the Use Areas and TT has resolved to City's satisfaction any issues raised by such inspection.

4.5.2 City's police department has approved TT's security and public safety plan.

4.5.3 City's risk management staff is satisfied that all insurance required by this Agreement for the Event is in place.

4.5.4 TT has caused to occur compliance with all other requirements of this Agreement.

4.5.5 City (on behalf of itself and its agencies) agrees to respond to requests from TT, from time to time, to perform assessments or inspections, to determine whether TT has satisfied the above-listed conditions.

4.6 Parking. TT shall operate the parking, including ride-share and shuttle services, at its own expense in compliance with the following:

4.6.1 TT shall use the parking areas only for the Events.

4.6.2 TT may not charge for parking at time of parking but may collect cost of parking fees through ticket surcharge or other means. TT shall not represent in any manner that the parking fee is a "City of Scottsdale" surcharge.

4.6.3 TT shall operate and provide lighting for the parking areas that are not equipped with permanent lighting.

4.6.4 TT shall provide security for the parking areas.

4.6.5 All public parkers (other than staff and safety personnel) shall be allowed only to park during the hours that begin one hour before TT's first published parking shuttle pickup time of the day and end one hour after TT's last published parking shuttle drop-off time of the day.

4.6.6 TT shall comply with the parking standards under the Americans with Disabilities Act, and its regulations.

4.6.7 This Agreement does not allow any overnight RV parking at the Use Areas.

4.7 Concessions. Concessions at the Event shall be governed by the following:

4.7.1 Concessions include the sale, rental or other distribution of the following:

4.7.1.1 Water, soft drinks, alcoholic beverages, other drinks, candy and food (collectively "Food").

4.7.1.2 Programs, seat cushions, periodicals, books, magazines, newspapers, flowers, tobaccos, novelties, animal food or bedding, checkrooms for coats or other items, and other goods and services, other than Food (collectively "Non-food").

4.7.2 City shall have no concessions on the Use Areas, except as provided in subsection 4.7.3.

4.7.3 TT shall respect the contract and other rights of concessionaires under contract with City to provide Food and Non-food concessions at the Use Areas before, after, and during the Event. This includes ATMs and other concessions City may offer directly. City shall retain all revenues from concessions and bear all expenses related to concessions.

4.8 Liquor License. No alcohol distribution or sales are permitted at the Use Areas in connection with the Event with the exception of the Scottsdale Sports Complex and WestWorld Recreational Facility as City deems appropriate.

4.9 City's Fixtures and Personal Property. TT shall return to City any and all of City's property as may come into the possession of TT or be used by TT, after the Event and shall maintain such equipment in good working condition from time to time at TT's expense. City shall own such equipment at all times with TT being solely responsible for the condition thereof. All such personal property is provided "as is" and TT accepts all responsibility for its condition and shall thoroughly inspect the same before use. Without City's prior written consent, TT shall not remove, damage or alter in any way any of City's improvements or fixtures upon the Use Areas. City shall endeavor to provide such personal property in good working condition.

4.10 Security. TT shall provide adequate security and surveillance to ensure the safety of the general public. Event security and crowd control shall be commensurate with prudent public assembly standards and shall be based on the projected attendance for the Event, all to City's reasonable satisfaction.

4.11 Qualified Personnel and Responsibility for Costs. TT is responsible for all costs associated with all ushering, watchmen, security, and on and off-site parking control. This includes any special requirements to separate the general public from areas to which TT desires to restrict access, and to enforce all parking and other rules and regulations, and otherwise ensure the security, safety and well-being of all person attending or otherwise persons related to the Events. All of the above services must be performed by qualified personnel of a licensed, bonded company with current active liability, worker's compensation and other insurance meeting the requirements of this Agreement. TT shall select parking and non-uniformed security providers from a list provided by City. Uniformed security and traffic control providers shall be limited to officers of the City of Scottsdale Police Department. Should City determine the need for additional personnel due to TT not meeting its obligations for the above services, except in an emergency, City shall first notify TT's agent to provide TT the opportunity to address and correct the situation prior to City taking action.

4.12 Additional Personnel. City may place personnel of its choosing on the grounds for the purpose of coordinating and controlling traffic flow, parking and security to the extent City deems necessary to ensure the safety and wellbeing of patrons and to enforce parking and other rules and regulations. Costs incurred for said personnel will be charged to and paid by TT as Extra Operations Support Use Fee. Where appropriate in City's discretion, City may elect to prorate these costs among concurrent events based on individual event attendance or other factors City may view to be appropriate.

4.13 Safety Authority. In all matters pertaining to public health and safety, TT shall have first responsibility, but in the event City becomes dissatisfied for any reason with TT's conduct of operations on the Use Areas, then City staff, including WestWorld Recreational Facility operations staff, uniformed police and fire department personnel, shall have final authority.

4.14 TT's Agent. TT shall at all times during the Events and all other times when the WestWorld Recreational Facility are occupied by TT or its property retain on call available to City upon the WestWorld Recreational Facility an active, qualified, competent and experienced person to supervise all activities upon and operation of the WestWorld Recreational Facility and who shall be authorized to represent and act for TT in matters pertaining to all emergencies and the day-to-day operation of the WestWorld Recreational Facility and all other matters affecting this Agreement. Unless and until TT gives notice to City of a new representative, TT's representative shall be the person who executes this Agreement on behalf of TT. Any change shall be given in writing hand-delivered to City's on-site WestWorld Recreational Facility manager as well as in the manner stated for notices under this Agreement. TT shall also provide notice to City of the name, street address, electronic mail address, and regular and after-hours telephone and telefax numbers of a person to handle TT's affairs and emergencies at the WestWorld Recreational Facility. Any change to such information shall be given in writing, and hand-delivered to City's on-site WestWorld Recreational Facility manager as well as in the manner stated for notices under this Agreement.

4.15 Signs. All signage by TT is prohibited except in compliance with the following requirements:

4.15.1 TT shall install and maintain the following signs upon the WestWorld Recreational Facility:

4.15.1.1 Signs as directed by Owner at WestWorld boundaries and on WestWorld interior roadways directing vehicles to the specific parking areas available under this Agreement and providing other information City may require.

4.15.1.2 Signs as directed by City at the entry to each parking area indicating the location of the shuttle stop for that parking area and providing other information City may require.

4.15.1.3 Signs as directed by City at each shuttle stop indicating shuttle frequency, hours of operation, parking areas serviced, etc., and providing other information City may require.

4.15.1.4 Signs as directed by City on both faces of the fence along the boundary between the parking areas and the condominiums at the southeast corner of 94th Street and Bell Road giving the City of Scottsdale police department's non-emergency phone number, directing that non-emergency law enforcement concerns should be directed to that number, and providing other information City may require.

4.15.1.5 Signage directing parking, deliveries and other vehicle and other uses to comply with this Agreement as reasonably determined by City from time to time.

4.15.1.6 All other signs and markings required for safe and efficient use of the WestWorld Recreational Facility by the public.

4.15.1.7 Other signs and other markings as directed by City from time to time.

4.15.2 TT may elect to install the following signs:

4.15.2.1 Signs addressed to and principally visible only to persons already at the Event.

4.15.2.2 Signs directing pedestrians to parking, ticket sales, etc.

4.15.3 TT shall design, make, install and maintain all signage in a first class, professional manner, without broken panels, faded paint or other damage.

4.15.4 Except with City's prior written consent, TT shall not cover or obscure any advertising or other signs installed at the WestWorld Recreational Facility by City or third parties.

4.15.5 The requirements of this paragraph apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage visible outside the Event or otherwise visible to anyone other than TT and its agents and customers.

4.16 Ownership of Advertising Space. All advertising space at the Parking Facilities is the exclusive property of City. City may, from time to time, enter into agreements for advertising at the Parking Facilities. Advertising by TT and its sponsors and other contracting parties, will be permitted at the Scottsdale Sports Complex during the Event as approved by City, which approval shall not be unreasonably withheld.

4.17 Publicity. TT shall publicly acknowledge the community support represented by this Agreement as follows:

4.17.1 TT shall use commercially reasonable efforts to acknowledge City's support and utilize an event sponsorship logo as directed by City in all publicity and advertising for the Events that acknowledge any sponsor. Except when City directs otherwise, TT shall use the event sponsorship logo maintained by the Scottsdale Convention and Visitors Bureau.

4.17.2 Except for giving the Event's location, no use of City's name is allowed in any form of advertising or public relations without prior City approval.

4.18 Communications Operations Restriction. TT shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of City's existing or future fire, emergency or other communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, TT shall immediately discontinue using the equipment, methodology or technology that causes the interference until TT takes corrective measures. Any such corrective measures shall be made at no cost to City.

4.19 Governmental and Neighborhood Relations. TT shall conduct its activities in coordination with City as necessary to maintain good relations with all governmental and other entities having jurisdiction over the Use Areas and the occupants of surrounding real property. The preceding sentence does not prohibit TT from asserting its legal rights against such entities. TT shall immediately give to City notice of any actual or threatened dispute, violation or other disagreement relating to the Use Areas. TT is not an agent for City. Without limitation, such entities (who are not

third party beneficiaries to this Agreement) include (to the extent that such entities have jurisdiction over the Use Areas):

- 4.19.1 State of Arizona.
- 4.19.2 Maricopa County.
- 4.19.3 Arizona Department of Environmental Quality.
- 4.19.4 Arizona Department of Water Resources.
- 4.19.5 Bureau of Reclamation.
- 4.19.6 Central Arizona Water Conservation District.
- 4.19.7 Federal Aviation Administration.

4.20 Nudity and Other Adult Conduct. Nudity and disorderly conduct are prohibited as provided in **Exhibit "K"** attached hereto.

4.21 Drainage Operations. TT acknowledges that TT's use of the WestWorld Recreational Facility shall be subject and subordinate to use of the WestWorld Recreational Facility as a drainage and flood control facility that will necessarily directly and indirectly affect TT and the WestWorld Recreational Facility. City's rights under this paragraph limit TT's rights under all other provisions of this Agreement. TT's use of the WestWorld Recreational Facility shall not be permitted by TT to in any way adversely affect use or operation of the WestWorld Recreational Facility as a flood control facility. City and BOR shall have the following cumulative rights:

4.21.1 City and BOR reserve the right to further develop or improve the Parking Facilities as a flood control facility as it sees fit, regardless of the desires or views of TT, and without interference or hindrance, but in no event will such development or improvement result in a material reduction in the capacity or utility of the Parking Facilities.

4.21.2 There is hereby reserved to City and BOR, and their successors and assigns a right of use of the WestWorld Recreational Facility as a flood control facility. This right shall include the right to cause in the WestWorld Recreational Facility such construction, earthmoving, maintenance, inspection, repair, replacement, operations, and other activity inherent in the use of the WestWorld Recreational Facility as a flood control facility.

4.21.3 TT shall not be entitled to any damages or other remedy arising out of any use of the WestWorld Recreational Facility for flood control purposes or for any interruption of TT's business, use, or operation related thereto.

4.21.4 TT shall not make use of the Parking Facilities in any manner, which might interfere with the use of the WestWorld Recreational Facility and Scottsdale Sports Complex as a flood control facility. Whether any particular conduct complies with the foregoing shall be determined by City and BOR.

4.21.5 City's and BOR's rights under this paragraph are delegable and are assignable.

4.22 Monterra Restaurant. This Agreement shall not be interpreted in a way that prevents City from performing its parking or other obligations with respect to Monterra's Restaurant or allows TT (or requires City) to do anything that would interfere with access to the restaurant.

4.23 Airport Operations. TT acknowledges that the WestWorld Recreational Facility is located close to the Scottsdale Airport and that TT's use of the WestWorld Recreational Facility shall be subject and subordinate to City's operation of the airport, which will necessarily directly and indirectly affect TT and the Use Areas. City reserves a right of flight for the passage of aircraft in the airspace above the surface of the WestWorld Recreational Facility. This right of flight shall include the right to cause within or without said airspace any noise, vibrations or other effects relating to the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operating at the airport. TT is responsible to conduct the Event in a manner that aircraft operations do not adversely affect the safety of the Event.

V. CITY'S IMPROVEMENTS

5. City's Improvements. City may continue to improve or change the Use Areas as follows:

5.1 Reservation for City's Use and Future Improvements. City may construct, reconfigure, demolish, remove and otherwise modify the Use Areas and all improvements located at the Use Areas from time-to-time subject only to specific detailed prohibitions, if any, mandated in this Agreement. City specifically reserves to itself and excludes from this Agreement the right to use all parts of the Use Areas at all times for any and all purposes that do not materially interfere with TT's lawful conduct of the Permitted Uses under this Agreement. City may add or subtract parking or other land to or from the Use Areas and may otherwise change the boundaries of the Use Areas. City may also permit other public agencies and utility providers to enter all areas of the Use Areas at their sole risk and expense. Except in an emergency, any such entry by third parties to an Event shall be made only after reasonable oral notice to TT.

5.2 Future Improvements. TT shall not have the right to use new buildings or other future improvements to the Use Areas unless such improvements are available for TT's use at the time requested and TT pays to City the applicable Extra Improvements Use Fee.

VI. TT'S IMPROVEMENTS

6. TT's Improvements. TT shall not perform improvements, construction, utility alterations, or similar work of any kind at the Use Areas other than routine setup and take down activities for the Events as provided in this Agreement.

VII. TT'S CONSTRUCTION

7. TT's Initial Project Construction. City has not approved or promised to approve any construction or similar work by TT at the Use Areas. TT is not obligated to construct any new improvements at the Use Areas.

VIII. EVENT OPERATIONS

8. Event Operations. Except for the Base Operations Support, TT shall be solely responsible for all work necessary to safely and properly prepare for, conduct, and take down the supporting facilities for the Events and to use the Use Areas for the Events during the term of this Agreement.

8.1 Condition of Use Areas. City and TT shall be responsible for the condition of the Use Areas as follows:

8.1.1 Beginning Condition. City shall provide the Use Areas clean of debris. City shall properly fence any excavations or other construction areas. City's property shall otherwise be made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use. By entering the Use Areas to begin setting up the Event, TT accepts the Use Areas as being in good and safe condition and repair except as noted in a writing signed by City at the beginning of the Move-in Period.

8.1.2 Ending Condition. At the end of the Move-out Period (and after any use of the Use Areas that occurs after the end of the Move-out Period), TT shall vacate the Use Areas, leaving the Use Areas in as good condition as provided or better, ordinary wear and tear excepted.

8.1.3 Beginning Walk-through. At the beginning of the Move-in Period (and prior to any permitted use of the Use Areas before commencement of the Move-in Period), TT and City shall walk through the Use Areas together to record the state of the Use Areas and to make a written record of any existing damage or safety issue.

8.1.4 Ending Walk-through. At the end of the Move-out Period, TT and City shall walk through the Use Areas together to record the state of the Use Areas, to make a written record of any new damage, and to determine the cost necessary to repair the damage. Except when prevented by good cause, the walk-through shall be conducted by the same City and TT representatives who performed the walk-through prior to the Move-in Period.

8.2 Access to Use Areas. City shall provide TT access to the Use Areas as required by this Agreement.

8.3 TT's Operations. Except for the Base Operations Support, TT shall be solely responsible for all set up, takedown, site preparation, janitorial service, cleanup, crowd control, parking management, security, temporary utilities, and other work necessary to safely and properly conduct the Events and to return the Use Areas to its prior condition following the Event.

8.4 Extra Operations Support. City shall provide Extra Operations Support to TT during the Events according to the pricing, availability, quality and capacity of such goods and services prevailing at the Use Areas at the time. City shall not be obligated to provide Extra Operations Support until TT has properly requested the Extra Operations Support and City has subsequently agreed to provide it. City's ability to provide Extra Operations Support will be limited by resources available, taking into account the amount of time between the work requests and the work.

8.5 Maintenance by TT. TT shall at all times operate the Use Areas at TT's sole expense in a sound, clean, safe and attractive manner, meeting or exceeding the manner of operation of first-class comparable events.

8.6 TT's Contractors. All contractors working for TT must waive any lien rights in writing before doing any work, if their work could result in a lien upon the WestWorld Recreational Facility or other City property.

8.7 Entering the Parking Facilities. At the beginning of each Move-in Period (and prior to any permitted use of the Use Areas before commencement of a Move-in Period), TT and City shall

walk through the Use Areas together to record the state of the Use Areas and to make a written record of any existing damage. By entering the Use Areas to begin setting up for the Events, TT accepts the Use Areas as being in good condition and repair except as noted on the walk-through record.

8.8 Vacating the Parking Facilities. At the end of each Move-out Period (and after any permitted use of the Use Areas after the end of a Move-out Period), TT shall vacate the Parking Facilities, leaving the Use Areas in as good condition as provided or better, ordinary wear and tear excepted. Prior to the end of each Move-out Period, TT and City shall walk through the Use Areas together to record the state of the Use Areas, to make a written record of any new damage, and to determine the cost necessary to repair the damage. Except when prevented by good cause, the walk-through shall be conducted by the same City and TT representatives who performed the walk-through prior to the Move-in Period. The cost of the repairs shall be added to the Damage Use Fee.

8.9 Other Users. TT acknowledges that the WestWorld Recreational Facility is a year-round facility that hosts numerous other events and activities. Accordingly, TT must confine its activities to the times and locations specified in this Agreement and not interfere with or disrupt other events or activities. In addition, City and other WestWorld Recreational Facility users will be moving-in, moving-out or conducting other events and activities at the WestWorld Recreational Facility during periods that TT may be at the WestWorld Recreational Facility. TT shall cooperate with City and other users to make the most efficient use of the WestWorld Recreational Facility and to accommodate and avoid disturbing or interfering with other users or activities. Some of the other users (e.g. Barrett-Jackson) may have use of areas used by TT, and TT must respect those uses.

8.10 TT Provided Utilities. TT shall install and use temporary utilities at the Use Areas at TT's expense for the Event as follows:

8.10.1 TT may elect to install the temporary electrical generators.

8.10.2 TT shall not provide or use any other utilities at the Use Areas.

8.10.3 Except for the Base Operations Support, TT shall contract for and pay all charges, fees, deposits and other amounts for garbage disposal and for temporary service serving the Use Areas at the rates applicable thereto.

8.10.4 TT shall pay for any and all permanent or temporary utility extensions, installations and use.

8.10.5 All carpentry or any other type of work needed or requested by TT shall be done or furnished by City or a licensed contractor that City has approved. TT must make payment directly to the contractor who does the work.

8.10.6 TT shall limit utility usage as much as reasonably possible.

8.11 Utility Interruptions. City is not responsible for any interruption of utilities to or upon the Use Areas or other difficulties related to utilities at the Use Areas.

IX. BREACH BY TT

9. Breach by TT.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" by TT of TT's material obligations under this Agreement:

9.1.1 If TT shall be in arrears in the payment of Use Fee and shall not cure such arrearage within ten (10) days after City has notified TT of such arrearage.

9.1.2 If TT shall fail to comply with this Agreement, and such failure continues for thirty (30) days following TT's receipt of written notice from City describing the failure.

9.1.3 If TT shall fail to maintain any insurance required by this Agreement.

9.1.4 Any breach of the provisions of the Site Documents, and where such breach continues for thirty (30) days following TT's receipt of written notice from City describing the breach.

9.1.5 If TT shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision of this Agreement, where the first instance of failure (or neglect) was the subject of a written notice from City describing the failure.

9.1.6 If TT shall fail to immediately correct, or to immediately commence diligent and persistent efforts to correct, any failure to comply with this Agreement where such failure, following notice from City, and where in City's sole opinion the failure materially and adversely affects the health, safety or welfare of the public, persons attending the Event or the Use Areas the failure shall not be an immediate Event of Default if Producer immediately takes and diligently pursues to completion all available steps to cure the failure (and causes its vendors and other persons related to the event to also take and diligently pursue to completion all available steps to cure the failure) and the failure is actually cured within the period in which it is actually curable, but in no event more than twenty (20) days.

9.2 City's Remedies. Upon the occurrence of any Event of Default or at any time, City may, at its option and from time to time, exercise at TT's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option:

9.2.1 Terminate this Agreement. Termination of this Agreement due to TT's breach or for any other reason does not terminate TT's obligations arising prior to or simultaneous with, or attributable to, the termination or in any way terminate any of TT's liability related to any breach of this Agreement.

9.2.2 Without demand or notice, enter into and upon all or part of the Use Areas and repossess the same, and expel TT and those claiming by, through or under it, and remove their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any other remedy.

9.2.3 Enforce a lien (which TT hereby grants to City in addition to any statutory or other lien that may exist) upon all of TT's real or personal property now or at any time hereafter at or pertaining or related to the Use Areas securing all of TT's obligations hereunder.

9.2.4 Pay or perform, for TT's account, in TT's name, and at TT's expense, any or all payments or performances required hereunder to be paid or performed by TT.

9.2.5 Abate at TT's expense any violation of this Agreement.

9.2.6 Insist upon TT's full and faithful performance under this Agreement and upon TT's full and timely payment of all amounts during the entire remaining term of this Agreement.

9.2.7 Assert, exercise or otherwise pursue at TT's expense any and all other rights or remedies, legal or equitable, to which City may be entitled.

9.3 Notice of TT's Breach. TT shall promptly give notice to City of any event or circumstance, that is (or which with the passing of time or the giving of notice or both will become) an Event of Default under this Agreement. TT shall also promptly give to City notice of any notice or claim given by any third party alleging that an event or circumstance has occurred that is (or that with the passing of time or the giving of notice or both will become) an Event of Default under this Agreement.

9.4 Non-waiver. Each party has an unconditional obligation to comply with this Agreement. No failure by a party to demand any performance required of the other party under this Agreement, and no acceptance by a party of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way the other party's right to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by City of Use Fee payments or other performances hereunder shall be deemed a compromise or settlement of any right City may have for additional, different or further payments or performances. Any waiver by a party of any breach of condition or covenant herein contained to be kept and performed by the other party shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent a party from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by a party concerning payments or other performances due hereunder, or failure by a party to demand any performance hereunder, shall excuse the other party from compliance with this Agreement nor prevent a party (or otherwise impair such party's right) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against a party unless made in writing by a duly authorized representative of a party specifically identifying the particular provision being waived and specifically stating the scope of the waiver. EACH PARTY EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.5 Reimbursement of City's Expenses. TT shall pay to City upon demand any and all amounts expended or incurred by City in performing TT's obligations together with interest thereon at the rate of two percent (2%) per month from the thirty (30) days following the date of demand by City.

9.6 Breach by City. Notwithstanding anything in this Agreement to the contrary, in the event City at any time is required to pay to TT any amount or render any performance, City will not be in default unless such amount is not paid within ten (10) days of demand, or performance of any other covenant is not performed within thirty (30) days after notice by TT to City that the performance is due.

9.7 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, City shall have the right to setoff and credit, from time to time and at any time, any and all amounts due from TT to City, whether pursuant to this Agreement or otherwise, against any sum that may be due from City to TT pursuant to this Agreement or otherwise.

X. TERMINATION

10. Rights at Termination. The following provisions shall apply at the expiration of the term hereof or upon any other termination of this Agreement:

10.1 Surviving Obligations. Expiration of this Agreement (or City's termination of this Agreement due to an Event of Default or any other reason) does not terminate TT's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2 Confirmation of Termination. Upon expiration or termination of this Agreement for any reason, TT shall provide to City upon demand confirmations of termination covering the Use Areas executed and acknowledged by TT and by all persons claiming through this Agreement or TT any interest in or right to use the Use Areas.

10.3 Property Not Removed. Any property of TT or others related to the Event remaining on or about the Use Areas after the time for removal shall be considered abandoned and subject to removal, storage and disposal by City at TT's expense and without compensation or accounting.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, TT shall insure the Use Areas and property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Policy Limit Escalation. City may elect by reasonable, prior notice to TT to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that City reasonably determines to affect the prudent amount of insurance to be provided. However, all such policy limit increases, and additions to the type of insurance will be subject to a standard of commercial reasonableness, and availability at commercially reasonable rates and cost.

11.2 Insurance Required. TT shall obtain and cause to be in force and effect the following insurance:

11.2.1 Commercial General Liability. Commercial general liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence, a limit of Two Million Dollars (\$2,000,000) for products and completed operations annual aggregate, and a limit of Two Million Dollars (\$2,000,000) general aggregate limit per policy year. The policy shall cover liability arising from Use Areas, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover TT's liability under the indemnity provisions of this Agreement.

11.2.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each occurrence covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with TT's use of the Use Areas. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and off-loading.

11.2.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) disease for each employee, Five Hundred Thousand Dollars (\$500,000) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.2.4 Personal Property. TT shall maintain special causes of loss personal property coverage, as defined by Insurance Services Office, Inc., in an amount per occurrence equal to full replacement cost of all personal property used in connection with the Use Areas.

11.3 Form of All Insurance. All insurance provided by TT with respect to the Use Areas, whether required by this Agreement or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted.

11.3.2 If TT uses any excess coverage insurance, then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure TT's activities relating to the business operations and activities conducted away from the Use Areas.

11.3.4 City and the BOR shall be named as "Additional Insureds" on all policies of liability coverage.

11.3.5 TT will provide City with copies of insurance certificates, formal endorsements or other documentation acceptable to City, to confirm that all insurance coverage required by this Agreement is provided.

11.3.6 Upon City's request, TT shall provide to City copies of actual insurance policies.

11.3.7 TT's insurance shall be primary insurance.

11.3.8 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against City.

11.3.9 No deductibles, retentions, or "self-insured" amounts shall exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate per year, per policy. TT shall be solely responsible for any self-insurance amount or deductible.

11.3.10 No deductible shall be applicable to coverage provided to City, as an Additional Insured.

11.3.11 All policies shall contain provisions that neither TT's breach of a policy requirement or warranty, nor failure to follow claims reporting procedures, shall affect coverage provided to City.

11.3.12 All liability coverage policies except workers' compensation must include the City and the other Additional Insureds as additional insureds. TT shall cause coverage for Additional Insureds to be incorporated into each insurance policy by proper endorsement.

11.3.13 All applicable casualty policies must include the City as a loss payee as respects proceeds relating to the improvements and other property owned by City and located in the Use Areas.

11.3.14 All policies must require the insurer to provide City with at least thirty (30) days prior notice of any cancellation, reduction or other change in coverage. The insurer's duty to notify City of changes in coverage shall not include phrases such as "endeavor to" or "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

11.3.15 All policies shall require that notices be given to City in the manner specified for notices to City under this Agreement.

11.4 Insurance Timing. TT shall cause all insurance policies to be issued (and provide to City the required evidence of such issuance) no later than thirty (30) days prior to the beginning of the Move-in Period for the Event. All insurance policies must be in effect and cover the entire time that TT in any way uses the Use Areas.

11.5 Insurance Coverage. The insurance required by this Agreement shall cover all of the WestWorld Recreational Facility.

11.6 Insurance Certificates. TT shall evidence all insurance by furnishing to City certificates of insurance annually and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that City and the other Additional Insureds are named as additional insureds and that insurance proceeds will be paid as required by this Agreement. Certificates must be in a form acceptable to City. All certificates are in addition to the actual policies and endorsements required. TT shall provide updated certificates at City's request.

11.7 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to City. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.8 City's Election to Provide Insurance. City is not required to carry any insurance covering or affecting the Use Areas or use of City's property related to this Agreement. City may elect to acquire all or any part of the insurance required by this Agreement (with or without any other real property City may own, or control) and TT shall pay to City the costs of such insurance as reasonably determined by City. TT shall provide all required insurance not so provided by City. Any insurance or self-insurance maintained by City shall not contribute to TT's insurance.

11.9 No Representation of Coverage Adequacy. By requiring insurance herein, City does not represent that coverage and limits will be adequate to protect TT. City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve TT from,

nor be construed or deemed a waiver of, TT's obligation to maintain the required insurance at all times.

11.10 Use of Subcontractors. If TT subcontracts or otherwise delegates any work or use of the Use Areas under this Agreement, TT shall cause the delegatee to execute and provide to City a writing executed by the delegatee containing the same indemnification clauses and insurance requirements set forth herein protecting City and TT. TT shall provide to City certificates of insurance and other evidence that such requirements have been satisfied. TT shall cause such person to provide to City the same worker's compensation and automobile liability insurance (with endorsements including the Additional Insureds as "additional insureds") with respect to such person's acts that this Agreement requires TT to provide to City and shall cause such person to execute in favor of City a writing containing the same indemnification requirements set forth herein. The preceding sentence does not require such persons to provide insurance that merely duplicates insurance TT provides. Such requirements shall apply to such person whether or not such person signs such a writing.

11.11 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, TT (and all other persons using, acting, working or claiming through or for TT or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally pay, indemnify, defend and hold harmless City and all other Additional Insureds for, from and against any and all claims or harm related to TT's use of the Use Areas or this Agreement (the "Indemnity"), but excluding any such claims or harm arising from the negligent acts or omissions of City or its contractors, agents or employees. Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, notice of claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of TT's use of the Use Areas or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services by TT in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any of TT's employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Use Areas or surrounding areas related to this Agreement, excluding claims, liability, harm or damages caused in part by City or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence TT may be liable. As a condition to City's executing this Agreement, TT specifically agrees that to the extent any provision of this paragraph is not fully enforceable against TT for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to TT's use of real property operated, used, controlled or possessed by TT under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.11.1 Claims arising only from the acts or omissions constituting negligence of City, or its contractors, agents or employees.

11.11.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.12 Risk of Loss. City will not be liable or responsible for any and all loss, damage or claims: (i) to the Use Areas, (ii) related to TT's use of the Use Areas, or (iii) in regard to other property of TT or third parties, throughout the term hereof. TT shall be responsible for any and all damage to its property and equipment related to this Agreement and shall hold harmless and indemnify City and all other Additional Insureds, other than in regard to damage resulting from the acts or omissions by City which are negligent.

11.13 Indemnities and Insurance Cumulative. TT's obligations to indemnify do not diminish in any way TT's obligations to insure; and TT's obligations to insure do not diminish in any way TT's obligations to indemnify. TT's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of TT under or connected with this Agreement. The amount and type of insurance coverage required by this Agreement will in no way be construed as limiting the scope of the indemnities in this paragraph.

11.14 Insurance to be Provided by Others. TT shall cause its contractors or other persons occupying, working on or about, or using the Use Areas pursuant to this Agreement to be covered by their own or TT's insurance in the amounts and coverages required by this Agreement and conforming to the other requirements of this Agreement.

11.15 BOR Insurance. TT shall cause BOR to be an additional insured under insurance required by this Agreement and, to the extent requested by City from time to time, TT's indemnities shall include BOR.

XII. CONDEMNATION

12. Condemnation. If a condemnation occurs that in TT's opinion prevents a particular Event from occurring as contemplated by this Agreement, then this Agreement shall terminate for that Event only and City shall receive all proceeds. TT acknowledges that BOR and others from time-to-time may use the power to condemn the Use Areas or any interest therein or rights thereto. City has not relinquished any right of condemnation or eminent domain over the Use Areas. City does not warrant that BOR, City or others will not condemn the Use Areas during the term of this Agreement, but City represents that it does not presently have intentions to condemn any portion of the Use Areas.

XIII. DAMAGE TO OR DESTRUCTION OF THE WESTWORLD RECREATIONAL FACILITY

13. Damage to or Destruction of the Use Areas. If City determines that the Use Areas cannot be used for the Event due to damage from fire, explosion, the elements, the public enemy or other casualty, then this Agreement shall terminate.

XIV. TT'S RECORDS

14. TT's Records. TT shall keep separate Event records and provide information to City as follows:

14.1 Scope of Information. Unless otherwise specified, this article only entitles City to obtain TT's information regarding the following topics as reasonably determined by City (collectively the "Covered Information"):

14.1.1 Information relating to City's or TT's rights, obligations or performances under this Agreement.

14.1.2 TT's activities and operations conducted at or from the Use Areas.

14.2 Record Media Included. City's and TT's rights and obligations regarding the Covered Information encompass all media, materials and data repositories of every kind and character. Such repositories include, without limitation, records, books, papers, documents, logs, accounts, notes, diaries, ledgers, correspondence, reports, drawings, receipts, vouchers and memoranda, and any and all other sources, records and repositories of Covered Information.

14.3 Records Inspection. If requested by City, TT shall at TT's expense:

14.3.1 Permit and assist City and its representatives at all reasonable times to inspect, audit, and copy TT's records of Covered Information.

14.3.2 Make the records of Covered Information available to City for City's auditing, inspection and copying at City's office at the WestWorld Recreational Facility.

14.3.3 Cause TT's employees and agents and accountants to give their full cooperation and assistance in connection with City access to the Covered Information.

14.4 Standards for Records. TT shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information in accordance with generally accepted accounting principles applied on a consistent basis. If City does not receive Covered Information, City shall have the right to estimate the information that is not provided, which estimate shall be binding upon TT. TT shall not commingle Event records with other records or information.

14.5 Record Retention. TT shall preserve records of the Covered Information in a secure place for a period ending seven (7) years after the period reported by the records.

14.6 Costs of Audit. If an audit, inspection or examination discloses underpayments (or other matters adjusted in favor of City) of any nature that exceed three percent (3%) of any payments or single payment, TT shall pay to City, the actual cost (based on the amount paid by City, or based on reasonable charges charged by private auditors and other service providers for comparable work if the audit is performed by City's employees) of the audit, inspection or examination, together with late fees, interest, and other amounts payable in connection with such adjustments or payments. Any adjustments and/or payments due as a result of any such audit, inspection or examination shall be made within a reasonable amount of time (not to exceed 30 days) after City gives to TT notice of City's findings.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. TT shall perform its obligations under this Agreement and all activities at the Use Areas in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, TT shall comply with all and each of the following:

15.1 Applicability of Municipal Law. Without limitation, TT shall comply with municipal laws as follows:

15.1.1 TT acknowledges that this Agreement does not constitute, and City has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to TT with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Scottsdale or any other governmental body upon or affecting TT, the Use Areas, the WestWorld Recreational Facility or TT's use of the Use Areas or the WestWorld Recreational Facility.

15.1.2 All of TT's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to TT.

15.1.3 This Agreement includes, replaces and supersedes all economic or other incentives from or through the City of Scottsdale applicable to the Events. In the case of any existing or future ordinance or other law of the City of Scottsdale authorizing a credit, reduction in tax or amount charged or assessed, or any other benefit as a result of performances rendered under this Agreement, TT expressly waives, relinquishes and repudiates all such benefits with respect to performances rendered under this Agreement. This paragraph does not prevent the parties from entering into subsequent sponsorship, economic development or other contracts regarding the Events.

15.1.4 This Agreement is not intended to diminish any performances that would be required of TT by law if this Agreement had been made between TT and a private citizen.

15.1.5 City by this Agreement cannot and has not relinquished or limited any right of condemnation or eminent domain over the Use Areas or any other property related to this Agreement or within the Use Areas.

15.1.6 City's rights and remedies hereunder for TT's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of Scottsdale or any other governmental body.

15.2 Taxes, Liens and Assessments. In addition to all other amounts herein provided, TT shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed upon or with respect to TT's use of the Use Areas, the operations conducted therein, any amounts paid or other performances under this Agreement by either party, and all possessory interest in the Use Areas and improvements and other property thereon, whether belonging to City or TT. TT shall pay, indemnify, defend and hold harmless City and the Use Areas and all interests therein and improvements thereon from any and all such obligations, including any interest, penalties and other expenses that may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof. City shall have the right from time to time to require that all of the foregoing payments be made by TT through City. TT shall pay all sales, transaction privilege, and other taxes.

15.3 New WestWorld Recreational Facility Regulations. City reserves the right to adopt, amend and enforce against TT new or amended rules and regulations governing the operation of the WestWorld Recreational Facility generally and the Use Areas, TT's activities thereon, and the public areas and facilities used by TT in connection therewith.

15.4 Sovereign Immunity. City acknowledges and agrees that for purposes of this Agreement, and TT's rights and remedies set forth herein, City waives all rights of sovereign immunity, and acknowledges that this Agreement represents a commercial, and not a governmental, activity.

XVI. ASSIGNABILITY

16. Assignability. This Agreement is not assignable by TT (and any assignment shall be void and vest no rights in the purported assignee) unless the assignment is made in strict compliance with the following:

16.1 Consent to Assignments. Every assignment of any of TT's right to use the Right-of-way or this Agreement or any of TT's rights or interests hereunder is prohibited unless TT first receives from City notice of City's consent to the assignment.

16.2 Assignments Affected. All references in this Agreement to assignments by TT or to assignees shall be deemed also to apply to all of the following transactions, circumstances and conditions and to all persons claiming pursuant to the such transactions, circumstances and conditions:

16.2.1 Any voluntary or involuntary assignment, conveyance, transfer or sublease of the right to use the Use Areas or any interest therein or any rights under this Agreement, in whole or in part.

16.2.2 Any voluntary or involuntary pledge, lien, mortgage, security interest, judgment, deed of trust, claim or demand, whether arising from any contract, any agreement, any work of construction, repair, restoration, maintenance or removal, or otherwise affecting the Use Areas (collectively "Liens").

16.2.3 The use, occupation, management, control or operation of the Use Areas or any part thereof by others, except for ordinary souvenir and other vendors and concessionaires serving the Events under contract with TT or City.

16.2.4 Any transfer of membership interests, corporate stock or any other direct or indirect transfer of any significant part of the ownership, management or control of TT not caused by the death of a shareholder or other owner.

16.2.5 Any assignment by TT for the benefit of creditors, voluntary or involuntary.

16.2.6 The occurrence of any of the foregoing by operation of law or otherwise.

16.2.7 The occurrence of any of the foregoing with respect to any assignee or other successor to TT.

16.3 Grounds for Refusal. No assignment of this Agreement by TT is contemplated or bargained for. TT acknowledges that only TT under its current ownership and management personally can provide to City the benefits that induced City to enter into this Agreement and that City has entered into this Agreement in strict reliance upon TT's covenant that only TT alone under its current ownership and management would occupy the Use Areas and conduct the Events. City has the absolute right for any reason or for no reason in its sole and absolute discretion to give or

withhold consent to any Assignment or to impose any financial or other conditions whatsoever upon City's consent to any Assignment.

16.4 Effect of Assignment. Prior to any assignment, each assignee must execute an assumption of this Agreement in form acceptable to City. No action or inaction by City shall be deemed a waiver of the prohibition on assignments or any other provision of this Agreement, or the acceptance of the assignee, sub-licensee or occupant as TT, or a release of TT from the further performance by TT of the provisions of this Agreement. Consent by City to an assignment shall not relieve TT from obtaining City's consent to any further assignment. No assignment shall release TT from any liability hereunder.

16.5 Assignment Remedies. Any assignment without City's consent shall be void and shall not result in the assignee obtaining any rights or interests in, under or related to this Agreement. City may, in its sole discretion and in addition to all other remedies available to City under this Agreement or otherwise, and in any combination, terminate this Agreement, collect Use Fee from the assignee and/or declare the assignment to be void, all without prejudicing any other right or remedy of City under this Agreement. No cure or grace periods shall apply to assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive City's consent.

16.6 Assignment Fee. TT shall pay to City in advance the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) as a nonrefundable fee for legal, administrative and other expenses related to any request for a consent to assignment, whether or not City grants such request.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Joint TTs. If TT is comprised of more than one entity, then all such entities shall jointly and severally be responsible for TT's performance of this Agreement.

17.2 Amendments. This Agreement may not be amended except by a formal writing executed by City and TT.

17.3 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.4 Survival of Liability. All obligations, warranties and indemnities of the parties hereunder shall survive termination of this Agreement for any reason.

17.5 Severability. If any term, condition, covenant, stipulation, agreement or other provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity of any such provision shall in no way affect any other provision. Further, this Agreement shall be deemed automatically reformed to secure to City the legal, equitable, practical and other benefits of the provisions of this Agreement to the very maximum extent permitted by law.

17.6 Conflicts of Interest. No officer or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.7 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.8 Nonliability of Officials and Employees. No official, representative or employee of City shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by City or for any amount that may become due to any party or successor, or with respect to any obligation of City or otherwise under the terms of this Agreement or related to this Agreement.

17.9 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City: Will Lofdahl
WestWorld Administrative Office
16601 N. Pima Road
Scottsdale, AZ 85260

Chris Walsh
Parks & Recreation Manager
7408 E. Osborn Road
Scottsdale, AZ 85251

Copy to: City Attorney
City of Scottsdale
3939 N. Drinkwater Blvd.
Scottsdale, AZ 85251

If to TT: Chance Cozby (Executive Director)
The Thunderbirds Charities, Inc.
7226 N. 16th Street, Suite 100
Phoenix, AZ 85020

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

17.10 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understanding, negotiation, or discussion regarding the Use Areas.

17.11 Other Agreements. City and TT may now be (or may hereafter become) parties to other contracts regarding the Events. Unless otherwise specified in such contracts, such other contracts and this Agreement are separate and do not modify each other.

17.12 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore

be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor TT.

17.13 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill City's obligations under this Agreement are not appropriated by the Scottsdale City Council, City shall so notify TT, and thereafter, TT may decide whether to terminate this Agreement, by notice to City. If TT does not so terminate, then City shall be excused from the payment or other obligations for which funds have not been appropriated. City shall use best efforts to give notice of failure of appropriation to TT at least thirty (30) days prior to the end of City's then current fiscal period and will pay all amounts payable through the end of such period. Termination in accordance with this provision shall not constitute a breach of this Agreement by TT. No person will be entitled to any compensation, damages or other remedy from City if this Agreement is terminated pursuant to the terms of this subsection.

17.14 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.15 No Third Party Beneficiaries. Except for limited provisions expressly stated to be for the benefit of a third party, if any, no person or entity shall be a third party beneficiary to this Agreement or shall have any right or cause of action hereunder.

17.16 Exhibits. All exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.17 Attorneys' Fees. If any action, suit or proceeding is brought to enforce this Agreement, TT shall pay all costs of such action or suit and all expenses of such action or suit together with such sum as the court (and not a jury) may adjudge reasonable as attorneys' fees to be allowed in said suit, action or proceeding and other litigation costs. TT shall provide evidence to City of the rate of payment of TT's attorneys' fees to its counsel and City shall be entitled to recover payment for attorneys employed by City (including attorneys who are regular employees of City) on such proceeding at the same rate of payment.

17.18 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. City has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court. City and TT consent to personal jurisdiction in such court.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, City shall have the rights specified in A.R.S. § 38-511.

17.20 Reasonableness Standard. Whenever a party in this Agreement is required or requested to provide a consent or approval, then unless expressly stated to the contrary, the standard for such decision shall be based on commercial reasonableness. Accordingly, no such consent or approval shall be unreasonably withheld, conditioned or delayed.

EXECUTED as of the date first given above.

TT:

The Thunderbirds Charities, Inc.,
an Arizona nonprofit corporation

By: Chance Cozby
Chance Cozby
Its: Executive Director

CITY:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: Lisa Borowsky, Mayor

ATTEST:

Ben Lane, City Clerk

APPROVED AS TO FORM:

Will Lofdahl

Will Lofdahl, WestWorld General Manager

OFFICE OF THE CITY ATTORNEY

Luis E. Santaella

Luis E. Santaella, Interim City Attorney
By: William Hylen, Deputy City Attorney

Greg Caton

Greg Caton, City Manager

George Woods Jr.

George Woods, Risk Management Director

INTENTIONALLY LEFT BLANK

18508142

Exhibit "A"
Page 1 of 1

Contract No. 2026-014-COS

List of Event Move-in Exceptions

This Agreement provides no exceptions to the Event Move-in Period. In addition to TT's other obligations to cooperate with other users of the Use Areas, TT will take all necessary precautions to prevent conflicts with the Arabian Horse Association of Arizona event and contract terms and the Barrett-Jackson car auction.

List of Event Move-out Exceptions

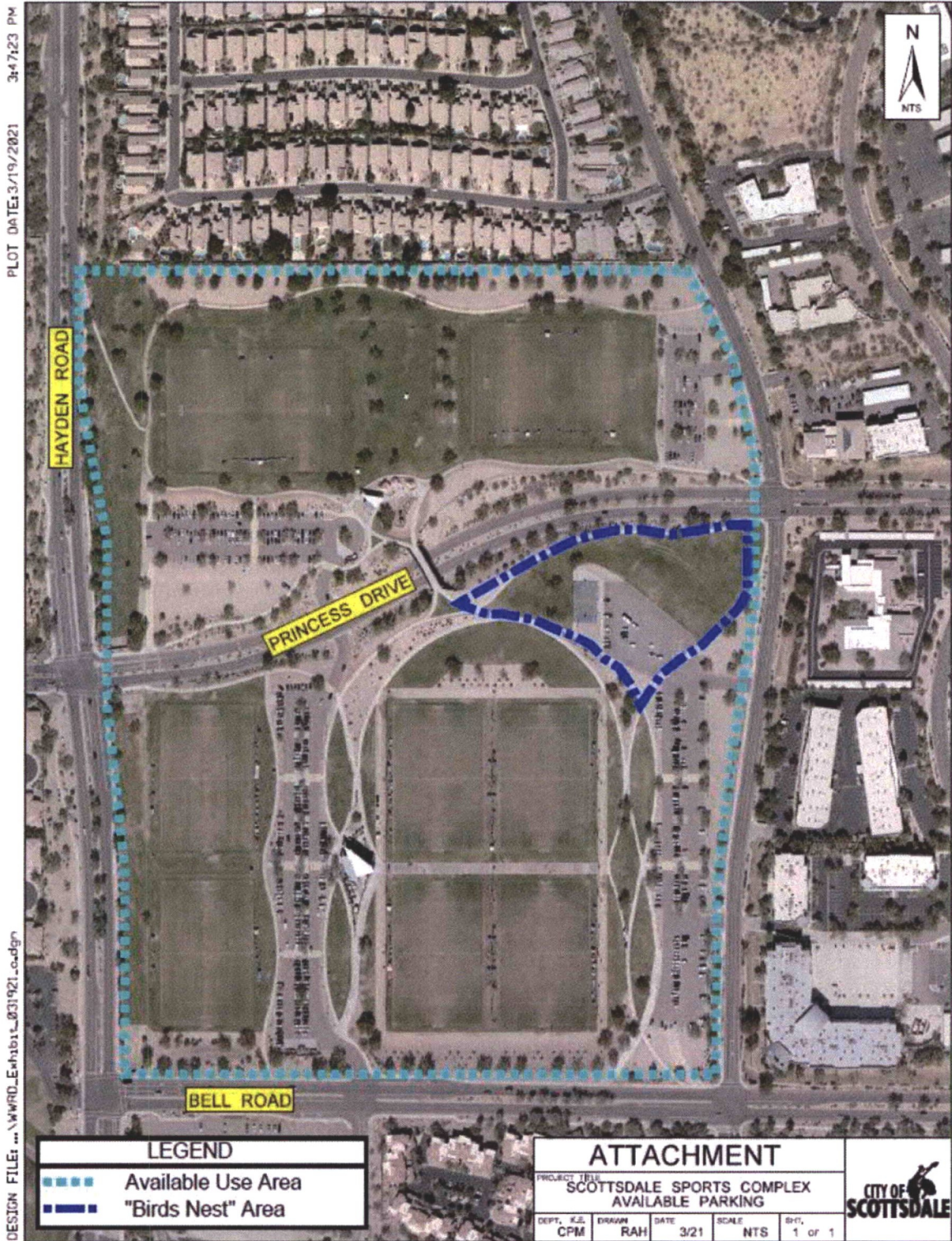
This Agreement provides no exceptions to the requirements for the Event Move-out Period.



18508142

Exhibit "D1"
 Page 1 of 1

Contract No. 2026-014-COS



18508142

Exhibit "D2"
Page 1 of 1

Contract No. 2026-014-COS

List of Base Operations Support Paid By City

NONE

18508142

Exhibit "E"
Page 1 of 1

Contract No. 2026-014-COS

List of Examples of Extra Operations Support Not Paid By City

1. Light towers.
2. Moving bleachers and other equipment.
3. Cleaning supplies.
4. Restroom supplies.
5. Trash bags.
6. Hand tools.
7. Brooms, rakes and shovels.
8. Tents.
9. Fencing.
10. Curbing for tents and ramps for curbing.
11. Golf carts.
12. Portable restrooms.
13. Portable drinking fountains.
14. Fuel for lights and generators.
15. Water truck.
16. Domestic trash services
17. Commercial vacuum.
18. Other equipment and tools.
19. Labor and materials to install, connect, remove, operate or otherwise deal with any electrical, water, sewer or other systems that are not part of the WestWorld Recreational Facility's permanent utility system.
20. Restroom daily service for all permanent services made available.
21. All other Operations Support, work and resources.

List of items that TT must provide in addition to Operations Support

1. Adequate portable restrooms to meet demand.
2. Temporary fence for pedestrian and vehicle control along the entire boundary between the parking areas and the condominium located at the southeast corner of 94th Street and Bell Road.
3. Temporary trash receptacles with daily service.

List of Event Information TT Will Provide to City Each Year

1. A schedule of the Event activities and all move-in and move-out activities.
2. A site plan showing the layout of the upcoming Event showing scheduled activities, staging, parking, fences, vehicle and pedestrian circulation, emergency access, and all other areas to be used for the Event.
3. A description of any temporary work that TT proposes to the Use Areas for the upcoming Event.
4. A list of additional Operations Support that TT desires to purchase from City for the Event.
5. A thorough description of fire, emergency and other public safety plans and facilities for the upcoming Event.
6. The name, telephone number and email address of TT's agent in charge of the Event.
7. The names, telephone numbers and email addresses of persons who are authorized to contract with City on TT's behalf for Extra Operations Support for the Event.
8. Attendance estimates.
9. Such other information as City may reasonably specify.

WESTWORLD RULES AND REGULATIONS

1. General.

1.1 Activity Hours. All events, move-in, move-out, and other activities at WestWorld shall be confined to the hours of 8:00 a.m. to 11:59 p.m. each day, except that the following activities are allowed at all hours:

1.1.1 Overnight security.

1.1.2 Fire, police, medical and other emergency response.

1.1.3. Medical care of horses.

1.1.4 Private activity inside an R.V.

1.1.5 Such other limited activities as WestWorld may elect to allow from time to time in WestWorld's sole discretion, which shall be subject to such limitations and conditions as WestWorld may determine.

1.2 Unauthorized Use. Unauthorized use of WestWorld facilities is prohibited.

1.3 Effect on Other Users. More than one event or activity may be scheduled at the same time at the WestWorld Facility.

1.4 Fees. All fees for use of WestWorld must be pre-paid in cash or by credit card with appropriate identification

1.5 Minimize Effect on Other Events. Event producers shall conduct their events and activities at WestWorld so as to minimize their effect on other events, activities, and persons at WestWorld.

1.6 Liability Release and Waiver Agreement. Event producers, temporary/ overnight boarders, and R.V. guests

are required to register with WestWorld management and sign a Liability Release and Waiver Agreement before using WestWorld facilities. Failure to do so may result in the termination of their privilege of access to WestWorld. A copy of the Liability Release and Waiver Agreement is attached hereto as **page "9."**

1.7 Risk of Harm. Persons using WestWorld shall do so at their own risk. WestWorld is not responsible for any Injury or damage to persons or property while at WestWorld, or while entering or departing from WestWorld.

1.8 Private Property. WestWorld is not liable for lost, stolen, or damaged personal property. This includes any items delivered, received, handled, stored, or otherwise located at WestWorld, either prior to, during, or subsequent to any person's use of WestWorld.

1.9 Damage to Facilities. Users of WestWorld Facilities are responsible for any and all damage to WestWorld facilities or equipment, excluding normal wear and tear. WestWorld reserves the rights to repair any damage and to invoice the entity or person responsible for the costs of such repairs. Failure to pay for such damage in a timely manner may result in the filing of a damage claim against the user responsible for such damage, including reasonable attorney's fees and costs.

1.10 Accident Reporting. Accidents or other personal injury or property damage of any nature shall be reported immediately to WestWorld management and/or security personnel.

1.11 Commercial Activity. Sales and distribution of any goods or services and other commercial activities are prohibited, except when conducted under written concession contracts with WestWorld, or with a written contract with an event producer as permitted by an event contract.

1.12 Waste Disposal. All trash or other solid waste materials shall be disposed of only in designated areas or receptacles.

1.13 Plumbing. Restrooms, drains, or any other water facilities shall only be used for the purposes for which they were constructed. Sweepings, rubbish, rags, papers, or other inappropriate substances shall not be disposed of in restrooms, drains, or other water facilities.

1.14 Equipment Operation. Only WestWorld employees may operate WestWorld equipment, tractors, and other WestWorld vehicles.

1.15 Signs. WestWorld visitors and event producers may not post or exhibit any printed material such as posters, signs, or advertisements on WestWorld without the prior written consent of WestWorld.

1.16 Right to Refuse Admission. WestWorld reserves the right to refuse admission to, or eject, or cause to be ejected from the WestWorld Facility any user(s) who:

1.16.1. Displays inappropriate behavior, drunkenness, or deliberate disregard for the requirements of these Rules and Regulations or the terms and conditions of any event contract.

1.16.2. Creates an "Unruly Behavior Occurrence".

1.16.3 Engages in any acts of violence or any activity that may create or results in a potential threat to public health or safety.

1.16.4 Harms or threatens to harm any person or thing.

1.16.5 Uses loud or electronically amplified profanity.

1.16.6 Violates any provision of these Rules and Regulations or any event contract.

1.17 Photography. WestWorld reserves the right to use the name, image, photograph, likeness, or any other reproduction, taken or acquired by WestWorld of any visitor or event produced at WestWorld for WestWorld publicity purposes without notifying or compensating individuals therein.

1.17.1 Event Photography. An event producer may restrict photography in an event arena to photographers licensed by the event producer, provided that the event contract has authorized the restriction. It is the responsibility of the event producer to enforce any photography restrictions and such restrictions may only be enforced if the event producer has first posted clearly visible signs at all public entrances to the event arena, and printed a prominent notice of the restriction in any event program and on its website, if any.

1.17.2 Commercial Motion Picture and Television Production. All commercial motion picture and television production shall be done in accordance with the provisions of Chapter 16, Article XIII of the Scottsdale Revised Code, and the terms and conditions of the event contract.

1.18 Noise. Sound equipment, public address, and any other sound producing equipment shall be operated and controlled so that any sound produced does not exceed the established ambient noise level audible at the boundary of WestWorld. Event producers and all visitors shall obey all WestWorld staff instructions concerning sound equipment volume and all other aspects of noise producing equipment. Ambient noise is as defined in SRC §19-25(2)(a), (b), and (c).

1.19 Emergency and Utility Vehicle Passage. Event producers shall keep all fire lanes, emergency, and service ways open for passage at all times.

1.19.1 Use of Off-Duty Police Officers. Any WestWorld event that is required to have a city approved public safety plan or the event producer desires to have police employees present for security or traffic control services shall employ only off-duty Scottsdale police employees in accordance with SRC §17-325.

1.20 Event Contract Requirements. All event producers and other users at WestWorld must comply with all applicable WestWorld Rules and Regulations, and event contracts applicable to the event with which they are associated, including compliance with all instructions given by WestWorld staff.

1.21 Updated Rules and Regulations. WestWorld reserves the right to amend these Rules and Regulations as may be necessary from time to time. WestWorld event producers or users of WestWorld facilities are responsible for obtaining the most recent version of the Rules and Regulations. The most recent version of the WestWorld Rules and Regulations is posted on WestWorld's website at www.WestWorldaz.com, or are available at the WestWorld Administrative Offices.

1.22 Exceptions to Rules and Regulations. Any exception to these Rules and Regulations is void unless the exception is specifically authorized in an Event Contract, or is confirmed in advance in writing signed by an authorized WestWorld staff member.

2. Pets. Pets include all small domestic animals other than livestock. Livestock are defined as neat animals, horses, sheep, goats, swine, mules, and asses.

2.1 Leashes. All pets must be kept on a leash at all times and held by a person unless the pet is confined inside a permitted pen, stall, or R.V. All pet feces must be picked up and properly disposed of by the person responsible for the pet.

2.2 Pets near Barns. Any pet in a barn area must be on a leash or secured in a stall.

2.3 Pet Areas. No pets are allowed in show rings or arenas.

3. Animals.

3.1 Animals. No animals are allowed at WestWorld other than:

3.1.1. Horses in compliance with applicable rules and regulations.

3.1.2 Animals that are being transported in a proper motor vehicle to a place within WestWorld where the animal is allowed.

3.1.3 Animals that are part of an authorized event.

3.1.4 Seeing Eye Dogs and similar animals providing health assistance to disabled persons.

3.1.5 Pets subject to applicable rules and regulations.

3.1.6 Canine police patrols and other security or law enforcement animals.

3.2 Responsible Parties. All of the following people are jointly and severally responsible for compliance with all rules and regulations affecting any horse, pet or other animal during the entire time the horse, pet or other animal is at WestWorld:

- 3.2.1 The owner of the horse, pet or other animal.
- 3.2.2 The person riding the horse or other animal.
- 3.2.3 The person having charge of the horse, pet or other animal.
- 3.2.4 The producer of the event.

4. Horses and Other Livestock.

4.1 Horse Check-in. No horse is allowed at WestWorld (except for horses using the trailheads to access trails outside WestWorld) without first complying with the following:

4.1.1 All horses that have entered the State of Arizona within the thirty-day (30) period immediately before they enter WestWorld must have an active health certificate issued within that thirty-day (30) period.

4.1.2 All horses entering WestWorld must have a negative EIA (Coggins Test/Equine Infectious Anemia) dated within the past twelve-months (12).

4.1.3 Any horse using a WestWorld arena or polo field authorized by an event contract, or with an event producer who is managing the stall, the arena, or polo field pursuant to an event contract must be housed in a WestWorld stall.

4.1.4 The owner of the horse must sign a Liability Release and Waiver Agreement as set forth on Page 13 and provided by the event producer, stating that WestWorld is in no way responsible for the care, custody, or control of any horses, animals, people, or equipment that is a part of any event at WestWorld.

4.2 Horse Activities. Horses are only permitted in the immediate vicinity of barn areas, in posted available arenas, polo fields, and in designated areas connecting such facilities to the barn areas.

4.3 Horse Safety. Horse safety is the joint responsibility of horse owners and riders, those who bring horses to WestWorld, and those who have charge of horses while at WestWorld.

4.4 Loose Horses. At no time are horses permitted to run loose in the arenas, polo fields, or anywhere else while at WestWorld.

4.5 Horse Washing. Horses shall only be washed at improved wash racks. Horses shall not be washed in stalls, barns, bathrooms, walkways, streets, or any other areas within WestWorld.

4.6 Horse Tying. Horses shall not be tied to any WestWorld structures not specifically designated for that purpose, and this includes corral and arena fencing.

4.7 Horse Speed. Horses are to move only at a walking speed except while in an arena or on a polo field.

4.8 Equestrian Classes. All equestrian activities shall be held within arenas or on the polo field.

4.9 Standing Horses. No horse shall stand outside its trailer past 8:00 p.m. or longer than one (1) hour after the last class or other equestrian event in which the horse was a participant.

4.10 Farrier Activities. Hot shoeing is prohibited in barn areas.

4.11 Other Livestock. All Rules and Regulations applicable to horses and equestrian activities are also applicable to mules, other livestock, and their activities.

5. Horse Barns and Stalls.

5.1 Portable Pens. Portable pens, barns, or stalls are not allowed at WestWorld, except as may be provided by WestWorld.

5.2 Sleeping in Barns. No person may sleep in any WestWorld barn.

5.3 Unlocked Stalls. A stall is considered "used" for the entire day when it is unlocked.

5.4 Overstaying. A stall day is from 6:00 a.m. to 6:00 a.m. the next day. Any stall occupied after 6:00 a.m. will be charged for an additional day.

5.5 Delayed Departures. In the event of delayed departure by the previous WestWorld event, stalls will be accepted as-is by the next event.

5.6 Outside Feed and Bedding. Hay, feed, shavings, and bedding provided by vendors not authorized by WestWorld are prohibited. If unauthorized bedding is imported, a fee of \$250 may be imposed, and the responsible party may be evicted from WestWorld.

5.7 Bedding Required. The party responsible for the animal placed in a WestWorld stall must assure that at least two bags of shavings are spread in any stall occupied by any livestock.

5.8 Arena Footing. An Event TT shall not alter the footing of any paddock, arena, or any other areas of the WestWorld Facility, whether by the introduction of shavings, straw, sand, or other foreign materials, or otherwise, except with WestWorld's prior written consent.

5.9 Stall Waste. Stall waste is to be placed only in areas designated by WestWorld staff. Stall waste may not be discarded in any walkway or trash barrel. Any questions about stall cleaning or waste

disposal should be addressed to WestWorld staff. Manure drop areas are designated by signs showing manure drops. Trash is not to be mixed with manure.

5.10 Refuse. Event producers are responsible for the cleanup and remove from WestWorld of all waste, cartons, trash, decorative materials, manure droppings, etc. to the satisfaction of WestWorld's authorized staff. WestWorld reserves the right to perform clean up and charge event producers at the current posted labor rate, plus the cost of supplies and equipment needed to perform clean up if the event producer fails to adequately and properly clean up and remove such waste, cartons, trash, decorative materials, and manure droppings, etc.

5.11 Stall Assignments. At least two (2) days before the beginning of the move-in period, event producers must deliver to WestWorld a stall chart showing all stall assignments for the event. Extra labor for WestWorld occasioned by changes to stall assignments after the stall chart is submitted will be charged back to the event producer.

5.12 Stall Records. In the event of a disagreement between an event producer and WestWorld over the number of stalls used by an event, the final stall count will be determined by WestWorld's stall accounting chart.

5.13 Stall Charges. Stall charges are calculated per day (6:00 a.m. to 6:00 a.m.). All stalls allocated to an event will be charged for each day of the event.

5.14 Transient Horses. Barns and stalls allocated to an event are only for the use of horses participating in the contracted event. Absolutely no in-transit, transient, or other non-event horses are allowed during an event.

5.15 Barn Decorations. Barn decorations shall not extend more than ten (10) feet from the nearest wall of the barn, and shall not extend into any driveway or fire lane.

6. CONCESSIONS: Food and Beverage.

6.1 Food and Beverage Sales. Sales and distribution of food and beverages is not permitted at WestWorld unless specifically authorized by contract with WestWorld. All personal food brought into WestWorld must be confined to an RV. Personal food and barn parties are not allowed in the barns. All personal food preparation and service must be approved in advance in writing by WestWorld management and the exclusive WestWorld food vendor.

6.2 Alcohol. Alcoholic beverages are not permitted on the WestWorld property unless provided by WestWorld or its contract vendors. Alcohol is not to be removed from WestWorld property.

6.3 Alcohol in Barns. Alcohol consumption or sales is not permitted in the barn areas.

6.4 Concessions. WestWorld may elect to allow any concessionaire operating at any fixed location within WestWorld to remain open for business from time to time during any event.

6.5 Video and Vending Machines. Vending machines and Arcade devices (such as video games and pinball machines) are prohibited.

7. Fires and Smoking.

7.1 Fire Department. The local fire department is the Scottsdale Fire Department.

7.2 Fire Clearances. Tents, temporary barns, etc. may not be occupied until all applicable permits have been issued by the Fire Department.

7.3 Fire Department Instructions. Users must comply with all fire department instructions.

7.4 Campfires. Open cooking fires and campfires are prohibited.

7.5 Heaters. The use of electric, open flame, gas burners, and space heaters are prohibited unless specifically approved in writing by WestWorld.

7.6 Smoking. Smoking is not permitted in WestWorld indoor arenas, buildings, and barn areas or any other area where signs prohibiting smoking are posted.

7.7 Fire Extinguishers. Event producers must furnish fire extinguishers approved by the Fire Department at the following locations:

7.7.1 Within seventy-five (75) feet of every temporary barn or tent.

7.7.2 Any other location required by law or requested by the Fire Department.

7.8 Fires near Barns. Cooking, heaters, flames, and food preparation are prohibited.

7.9 Flammable Materials. All decorations and other decorative materials must be treated with flame-proofing, and must be approved by the Fire Department.

8. Vehicles and Parking

8.1 Off-road Vehicles. All off-road vehicles, including but not limited to, ATVs, quads, golf carts,

dirt motorcycles, motorized skateboards, and scooters are prohibited unless authorized in writing by WestWorld.

8.2 Vehicles near Barns. Motor vehicles are prohibited within barn areas except to load or unload horses, tack, or feed.

8.3 Overnight Parking. Overnight parking is not allowed at WestWorld except in RV or other specially designated overnight parking areas. No outside-amplified sound is permitted after 11:00 p.m., and no outside partying or raucous noise is permitted after 12:00 p.m.

8.4 Traffic Rules and Speeding. Traffic and parking signs are to be observed at all times, including posted speed limits. The posted speed limit on the main access road is 25 mph. The speed limit for all other roads is 15 mph, whether posted or not.

8.5 Towing. Vehicles parked in unauthorized areas may be towed at the responsible event producer's or owner's expense.

8.6 Vehicle Impound. WestWorld reserves the right to impound any vehicle that WestWorld management or security believes is violating applicable Rules and Regulations, is being operated in an unsafe or reckless manner, is obstructing vehicular or pedestrian traffic flow, or otherwise poses a potential threat to people, animals, public health and safety.

8.7 Drivers Licenses. All individuals operating a golf cart, ATV, quad, motorbike, or any other motor vehicle must be at least sixteen (16) years of age, and have a valid driver's license. All motor vehicle operators are responsible for the safe operation of the vehicle.

8.8 Driveway Parking Prohibited. Parking, standing, loading and unloading is prohibited along the roads and driveways of WestWorld and upon any surrounding streets or land.

8.9 Trailers. Trailers for exhibitors not renting barns must be loaded, unloaded, and parked in areas designated for trailer day use and haul-in parking.

8.10 Drive Through Prohibited. No drive-through transaction or other business transaction involving a person in or upon a motor vehicle or other wheeled vehicle, whether motorized or not, unless ADA compliant, shall occur at WestWorld.

8.11 Motor Vehicle Fueling. No motor vehicle fueling of any description shall occur at WestWorld unless authorized by WestWorld as a part of an Event Contract. The preceding sentence does not prohibit incidental dispensing of nominal amounts of fuel ("Minimal Fueling") when performed in compliance with law to lightweight vehicles, such as parking lot trams and gas powered golf carts serving the event or to stranded motorists by roadside assistance organizations (such as AAA). During the event period, the event move-in period, and the move-out period, Minimal Fueling may also include refilling fuel tanks on light towers, generators, tractors, and other vehicles and equipment used directly in the event that cannot reasonably leave WestWorld for refueling. The event producer may allow properly licensed, insured, and safely operated fuel trucks to enter the Use Areas during the event move-in period, and the event move-out period to perform the Minimal Fueling.

9. Event Responsibilities.

9.1 Event Agreements. No event may occur at WestWorld unless and until the event producer has entered into a formal written event contract with WestWorld.

9.2 Event Rules. All WestWorld Rules and Regulations shall apply to all events at WestWorld unless the event contract specifically identifies an exception to a particular rule or regulation.

9.3 Public Access Areas. The event producer and WestWorld visitors shall not obstruct any part of a driveway, sidewalk, entryway, passage vestibule, hall, or other access way. Such areas shall only be used for ingress and egress to and from the WestWorld facilities.

9.4 Light Obstruction. The event producer and WestWorld visitors shall not obstruct lights, doors, skylights, stairways, windows, or other openings.

9.5 Non-event Days. During move-in periods and move-out periods, WestWorld is only obligated to provide very minimal staffing and heat/air conditioning, building lighting, and other utilities, unless required otherwise by an event contract.

9.6 Removal Cost. If an event producer fails to timely remove any materials, equipment or supplies of any kind from WestWorld, the cost of removal shall be added to the cleanup cost and charged to the event producer.

9.7 WestWorld Staff Access to Facility. Event producers shall admit authorized WestWorld staff members to all parts of WestWorld at all times upon the presentation of WestWorld staff identification cards for purposes of:

9.7.1 Performing, administering, or enforcing these Rules and Regulations or any event

contract.

9.7.2 Examining, inspecting, evaluating, planning, repairing, designing, maintaining, showing, or otherwise administering events or WestWorld.

9.7.3 Performing WestWorld's regulatory, law enforcement, and other governmental duties.

9.7.4 Exercising any rights provided to WestWorld under an event contract.

9.8 WestWorld Control. WestWorld shall at all times have the right to exercise care, custody, and control over WestWorld and its facilities, and shall maintain possession and control of all keys to WestWorld facilities. Only WestWorld employees may lock and unlock the entrances and exits to WestWorld at such times as may be required by an event contract. Event producers are responsible, at their sole cost and expense, to maintain sufficient watchmen at all unlocked entrances and exits.

9.9 Exhibit Entrances. Event producers may move exhibits, fixtures, materials, animals, equipment, displays, and other items into or out of any building or arena only at such entrances as may be designated by WestWorld.

9.10 Defacing of WestWorld Facilities. The following are prohibited:

9.10.1 Anything that tends to injure, mar, or in any manner deface the facilities.

9.10.2 Driving or installing any nails, hooks, staples, tacks, or screws into any part of the facilities.

9.10.3 Making any alterations of any kind to any buildings, equipment, or other facilities

9.10.4 No confetti cannons, confetti drops or debris release. A \$10,000 cleaning fee will be applied if discovered to be used by TT. 

(TT's initials)

9.11 Staking. Staking of tents and other staking is prohibited without WestWorld's prior written permission. Any permitted staking shall only be undertaken with WestWorld grounds personnel in attendance. Event producers and the persons driving stakes are personally responsible for any damage to underground utilities whether marked or not. Event producers shall fill with sand all tent stake or other holes in turfed areas, and shall patch all tent stake or other holes in all other surfaced areas.

9.12 Staging and Setup. Event producers are responsible for ensuring that all staging, tents, novelty vendors, etc. comply with move-in and move-out dates and times. All staging, obstacle construction, locations, and other aspects of setup must be approved by WestWorld before initiation of any staging and setup. Event producers shall keep WestWorld informed of the progress of move-in and move-out.

9.13 Large WestWorld Tent. Event producers who use the large WestWorld tent must comply, at their own expense, with all fire monitoring and other requirements related to their use of the tent.

9.14 Actions by Others. The event producer is responsible to assure compliance with the event contract and these Rules and Regulations by all persons attending the event.

9.15 Trash. Event producers shall provide commercial dumpster service for the adequate and sanitary handling and disposal, away from WestWorld, of all trash, garbage and other refuse related to the event producer's use of WestWorld Facilities.

9.16 Litter. Event producers shall provide litter pickup and other maintenance related to the event.

9.17 Traffic on Polo Field. Except for activities authorized by an event contract, event producers shall keep all people, animals, vehicles, and other unauthorized traffic off the polo field.

9.18 Liability for Damage. Event producers shall pay for any damage resulting from any misuse of any WestWorld facility or equipment by any persons attending the event.

9.19 Damage. Event producers shall replace any WestWorld property consumed, damaged or removed, including without limitation, missing or damaged:

9.19.1 Locks, latches, screws or metal trim.

9.19.2 Holes one-eighth inches (1/8") or larger in diameter.

9.19.3 Stall panels.

9.19.4 Arenas, buildings and other facilities.

9.19.5 Water or telephone lines and other utilities.

9.19.6 Telephones, microphones, and show office equipment.

9.19.7 Chairs, picnic tables and other equipment.

9.20 Occupancy Permits. Event producers shall obtain City of Scottsdale occupancy permits for tents and temporary show office trailers.

9.21 Repair and Restoration. Event producers shall repair, to the satisfaction of WestWorld, any damage to WestWorld occurring during the event producer's use. Event producers shall restore any changes to the surface of WestWorld.

9.22 Quality Service. Event producers shall operate the event in a first-class manner; shall furnish prompt, clean and courteous service; and shall keep all areas used attractively maintained, orderly, clean, sanitary and in an inviting condition at all times and meeting or exceeding the standards of comparable first class events in the western United States, all to WestWorld's reasonable satisfaction.

9.23 Cleaning. Event producers shall thoroughly clean and prepare all Use Areas for use by subsequent WestWorld users, including without limitation, the following areas:

- 9.23.1 Barn areas.
- 9.23.2 Staging areas.
- 9.23.3 Spectator areas.
- 9.23.4 R.V. areas.
- 9.23.5 Parking areas.
- 9.23.6 Restrooms.
- 9.23.7 Areas subject to manure, shavings, or bedding.
- 9.23.8 Exhibit, displays, and activity areas.
- 9.23.9 All other areas used by the event.

9.24 Event Staff Education. Event producers are responsible to inform all vendors, employees, and other workers related to the event of all Rules and Regulations and event contract requirements applicable to the operation of their event.

9.25 Trademarks. Event producers shall pay all costs associated with the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated into any event at WestWorld.

9.26 Weather. Bad weather does not absolve an event producer from complying with these Rules and Regulations or with the event contract.

10. Deadly Weapons and Materials.

10.1 Except for the parking lots located on City land north of the WestWorld facility, all buildings, practice and event arenas, whether indoors or outdoors, barns, tents, and the polo field are located on real property owned by the United States Bureau of Reclamation (BOR) under a long-term License Agreement between the BOR and the City of Scottsdale. WestWorld is considered a Reclamation Facility and as such, the Code of Federal Regulations, 43 CFR 423.30, prohibits weapons on a Reclamation Facility. Weapons are defined as firearms, ammunition, bows and arrows, crossbows or other projectile firing devices..

10.1.1 No user shall enter any practice or event arena, whether indoors or outdoors, any building, barn, tent, or the polo field while carrying a deadly weapon on his person, including any knives six (6) inches or longer, at any time when WestWorld is open to the public for any event under contract with WestWorld. A deadly weapon is defined as anything designed for lethal use, including firearms and ammunition. This prohibition extends to event setup, the scheduled event, and event move-out. It applies to all areas where alcoholic beverages may be sold or served by WestWorld's licensed concessionaire or events authorized by an event contract to sell and serve alcoholic beverages.

10.1.2 Fireworks or explosives are prohibited except where authorized by a permit issued by the Fire Department.

10.1.3 Illegal drugs and all other contraband are prohibited.

10.2 Hazardous Materials. All activities upon or about WestWorld shall be subject to the following regarding any hazardous waste or materials or toxic substances or any substance now or hereafter subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other existing or future federal, state, county, or local law pertaining to hazardous waste or toxic substances (collectively "Toxic Substances"):

10.2.1 WestWorld users shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about WestWorld.

10.2.2 The prohibitions of the preceding sentence only shall not apply to janitorial supplies and similar materials in the minimum quantities reasonably necessary for first class modern cleaning uses of WestWorld Facilities as permitted by WestWorld.

10.3 WestWorld users shall dispose of all Toxic Substances away from WestWorld as required by law and by WestWorld.

10.4 WestWorld users shall not use WestWorld in a manner inconsistent with regulations issued by the Arizona Department of Health Services or in a manner that would require a permit or approval from the Arizona Department of Health Services or any other governmental agency.

10.5 In addition to and without limitation of any other indemnities or obligations, WestWorld users shall pay, indemnify, defend and hold WestWorld harmless from and against any loss or liability incurred by reason of any Toxic Substance on or affecting WestWorld, attributable to or caused by a WestWorld user (or anyone using the WestWorld Facility under an event contract or acting or claiming under the event producer or the event contract).

10.6 Within twenty-four (24) hours after discovery, a WestWorld user shall notify WestWorld in writing of any prohibited Toxic Substance found at any time at WestWorld.

11. Electricity and Lighting.

11.1 Equipment Operation. Only WestWorld employees may operate light switches, circuit breakers, sound systems, electrical facilities, video systems, and other such equipment.

11.2 Utilities. The event producer is responsible for all expenses related to connection and distribution of all available WestWorld utilities. The installation of additional temporary utilities, including all associated costs, shall be the responsibility of the event producer. The event producer shall contract with a WestWorld approved, licensed contractor to perform necessary work, and a member of the WestWorld Operations staff shall supervise.

12. Recreation Vehicles.

12.1 Overnight R.V. Check-in. No R.V. is allowed to stay at WestWorld overnight or to attach to WestWorld power or water without first complying with the following:

12.1.1 The R.V. must be authorized by a contract with WestWorld or with an event producer who is managing an R.V. space pursuant to an event contract with WestWorld.

12.1.2 The owner must sign a Liability Release and Waiver Agreement stating that WestWorld is in no way responsible for the care, custody, or control of their vehicle or their actions while at WestWorld. Event attenders and R.V. guests using R.V. spaces allocated to the event shall register with the event producer and not with WestWorld, and shall sign Liability Release and Waiver Agreements as set forth in Exhibit "1", as provided by the event producer. The originals of all Liability Release and Waiver Agreements must be delivered by the event producer to WestWorld before the event move-out.

12.2 Vehicle Utility Use. Except for R.V.'s in designated R.V. spaces, no vehicle shall park adjacent to, inside of, or derive electrical power from any building on the grounds of WestWorld.

12.3 Overnight Charges. Parking for all vehicles remaining at WestWorld overnight shall be confined to formally marked overnight parking areas.

12.4 Overnight Vehicle Charges. Nightly rates for use of such overnight parking areas are available upon request.

12.5 Utility Hookups. R.V.'s will be charged a daily rate with or without hookups.

12.6 Waste Water. All R.V.'s must be equipped with holding tanks for gray water and black water. Dumping of gray water or black water on WestWorld is prohibited. If gray water is dumped on WestWorld property, a cleanup fee of \$100 will be imposed and the responsible party may be evicted from WestWorld. If black water is dumped on WestWorld property, a cleanup fee of \$250 will be imposed; the responsible party will be evicted from WestWorld, and may be liable for any health or safety issues created by their actions.

12.7 R.V. Spaces. Only one R.V. may be parked at an R.V. space. No more than two (2) vehicles are allowed at an R.V. space. All vehicles at an R.V. space must be completely parked within the boundaries of the R.V. space.

12.8 Washing Vehicles. The washing of trailers, RV's, and other vehicles on WestWorld property, without the prior written consent of WestWorld, is prohibited.

**CITY OF SCOTTSDALE
WESTWORLD LIABILITY RELEASE AND WAIVER AGREEMENT**

I hereby acknowledge that the WestWorld Recreational Facility is a multi-use facility that hosts events which may include, among other things, motor vehicles, horses, dogs, or other events that are accompanied by an inherent risk of injury. I also acknowledge that multiple events may be occurring at WestWorld simultaneously and both indoor and outdoor recreational facilities may be susceptible to risks or dangers resulting from weather, usage, or other conditions beyond the control of the City of Scottsdale.

IN CONSIDERATION thereof and in consideration of my admittance into the WestWorld Recreational Facility, and to the fullest extent permitted by law, acting on behalf of myself, my heirs, successors, and assigns, I do hereby waive any and all claims against and release and forever discharge the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives from any and all demands, claims, proceedings, suits, damages, losses, causes of action and expenses related to, arising out of, or resulting from, my visit, use or occupancy of WestWorld and its various recreational facilities and services. This release of liability extends to any and all circumstances, whether or not caused in part by the City of Scottsdale or the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives.

I further agree that to the fullest extent permitted by law, I will indemnify, defend, and hold harmless the City of Scottsdale and the United States Bureau of Reclamation, and any of its elected or appointed officials, officers, commissioners, employees, agents, and representatives. I will indemnify, defend, and hold them harmless from and against any and all allegations, demands, claims, proceedings, suits, causes of action, damages, wrongful death claims, losses, expenses, including claims adjusting and handling expenses, attorney's fees, court costs, appellate proceedings, judgments and obligations, which may be imposed upon or incurred by or asserted against the City or the Bureau by reason of my admittance to WestWorld, and that arise from or out of any negligent or intentional actions, errors, mistakes, or omissions caused in whole or in part by me or anyone for whom I am directly or indirectly responsible.

The City of Scottsdale and the United States Bureau of Reclamation, their elected or appointed officials, officers, commissioners, employees, agents, and representatives are not responsible in any manner for any damages to, or have any responsibility for the care, custody, and control of my animal(s), or personal property, including but not limited to, my motor vehicles or equipment.

By signing below, I acknowledge I have read and fully understand the Rules and Regulations of WestWorld and the provisions of this Liability Release Agreement, and fully accept the terms and conditions thereof:

Chance Cozby

Signature: _____

Name (print): Chance Cozby

Date: 12/24/25 07:25 MST

List of Exceptions to WestWorld Rules and Regulations

1. **Exceptions.** The following exceptions to the WestWorld rules and regulations are approved for all Events:

1.1 **Motor Vehicle Fueling.** Regarding paragraph 8.11 of the WestWorld Rules and Regulations, during the Event Period, the Event Move-in Period and the Event Move-out Period, Minimal Fueling may also include refilling fuel tanks on light towers, generators, tractors, and other vehicles and equipment used directly in the Event that cannot reasonably leave WestWorld for refueling.

1.2 **Hazardous Material.** Regarding paragraph 10.2 of the WestWorld Rules and Regulations, TT may allow properly licensed, insured and safely operated fuel trucks to enter the Use Areas during the Event Move-in Period, and the Event Move-out Period to perform the Minimal Fueling.

1.3 **Regarding paragraph 1.1** of the WestWorld Rules and Regulations, the earliest time for activity is two hours before the first scheduled tee time.

2. **Limited Exceptions.** The foregoing exceptions are limited to their precise terms and only apply to the portion of the rule or regulation specifically discussed by the exception.

Nudity and Other Adult Conduct

1. **Conduct at WestWorld Recreational Facility.** In entering into this Agreement, City and TT have foremost in mind providing the public with a family atmosphere devoid of any act by any person contrary to the highest standards of community sensitivity, and avoiding any substance or appearance of any noisy, unruly, inebriated, disruptive, disorderly, lewd, nude, topless, bottomless, gambling, adult oriented, unwholesome or sexually oriented behavior, business, entertainment, or other activity of any description or to any degree at the WestWorld Recreational Facility. Any such behavior, business or activity at the WestWorld Recreational Facility by TT, any customer of TT or anyone else using any part of the WestWorld Recreational Facility related to TT or this Agreement while this Agreement is in effect is strictly prohibited. The preceding sentence does not apply to private conduct that occurs completely inside a lawfully parked recreational vehicle that is fully enclosed with solid walls, if such conduct is not visible to the public or otherwise discernable outside the recreational vehicle. TT specifically acknowledges that the requirements of this paragraph are a requirement of this Agreement independent of and in addition to any zoning or other governmental regulation affecting the WestWorld Recreational Facility. Any violation of this paragraph by any person using any part of the WestWorld Recreational Facility related to TT or the Event shall be an "Unruly Behavior Occurrence" by TT under this Agreement. TT shall immediately cause removal from the WestWorld Recreational Facility any person whether inside or outside the Fence who commits or who causes, directs or encourages any person to commit, an Unruly Behavior Occurrence.

1.1 This subparagraph does not apply to private conduct that occurs completely inside a lawfully parked recreational vehicle that is fully enclosed with solid walls if such conduct is not visible to the public or otherwise discernable outside the recreational vehicle. No materials shall be displayed, viewed or produced upon the WestWorld Recreational Facility depicting specified anatomical areas or specified sexual activities. No person shall exhibit, use, display or offer to sell any devices, objects or paraphernalia that are designed or typically marketed for use in connection with specified sexual activities. No person shall perform specified sexual activities upon the WestWorld Recreational Facility. No person shall make visible his or her specified anatomical areas. "Specified anatomical areas" shall mean less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state, even if completely and opaquely covered; or any simulation or portrayal of any of the foregoing. Specified sexual activities shall mean human genitals in a state of sexual stimulation or arousal; acts of masturbation, sexual intercourse or sodomy; fondling or other erotic touching of human genitals, pubic region, buttock or female breast; or any simulation or portrayal of any of the foregoing.

1.2 TT shall immediately cause to be removed from the WestWorld Recreational Facility any person related to TT or this Agreement (including without limitation TT's customers) who:

1.2.1 Violates this paragraph.

1.2.2 Appears or is believed to be to be intoxicated or illegally under the influence of any narcotic or chemical.

1.2.3 Commits an act of violence.

1.2.4 Acts in a loud or unusually boisterous manner.

1.2.5 Harms or threatens harm to any person or thing.

1.2.6 Uses loud or electronically amplified profanity.

1.2.7 Violates laws or regulations applicable to the WestWorld Recreational Facility.

SHOW/EVENT WORK ORDER

*All shows requiring work from the WestWorld Operations Department must
Sign a Show/Event Work Order before work is performed.*

Show/Event: _____

Date/Time Needed: _____

Date/Time Requested: _____

Requested by: _____

Work to be done: _____

SHOW/EVENT WORK ORDER WORK SCHEDULE RATES*

Clean-Up Labor	Laborer	\$30.00 /hour/person
Maintenance Labor		\$30.00 /hour/person
Labor & Equipment	with Operator	\$40.00/hour
Dumpster Fees	Each	\$468.33 (incl. tax)
Water Truck	with Operator (incl. water)	\$25.00/load
IT:		
Hard Line Connection	Per Port	\$65.00/day
Network/Wi-Fi Service		\$475.00/day
City of Scottsdale IT Labor	Prescheduled Weekdays	\$125.00/hour
City of Scottsdale IT Labor	Unscheduled Weekdays	\$175.00/hour
Power Rate for 100 amp distribution box		\$175.00/box/per event
Power Rate for 50 amp distribution box		\$125.00/box/per event
Parts or Supplies		Cost plus 15%
Cleaning Supplies		Cost plus 15%

To Be Paid For By: _____

AUTHORIZATION: _____

**Above rates are subject to change. Any additional work requested by Licensee outside the described scope of services will be charged at current posted rates and will be billed at the conclusion of the Permitted Use(s)/Event(s). See Section 7.0.*

18508142

Exhibit "L"
Page 1 of 1

Contract No. 2026-014-COS